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The Solicitors' Journal.

LONDON, SEPTEMBER 9, 1865.

THE INGENIOUS PLAN whereby Mr. Bennett's Cheapside clock is made to strike the hours and quarters, somewhat after the fashion of the famous clock in Strasbourg Cathedral, has excited the wrath of Mr. Alderman Finnis, the chairman of the Manchester Insurance Office. The worthy alderman, through the medium of Mr. Pilcher, the secretary of the company, alleges that the crowds who assemble to admire the invention caused a nuisance to the public in general and to persons who have business with the company, whose offices are just opposite Mr. Bennett's shop, in particular. Free ingress and egress are, it is stated, prevented, and on Monday last an application was made to the Lord Mayor as to the best means of removing what was described as a "serious obstruction." A similar application had previously been made in the course of last week before M. Finnis himself, who described the machinery as a "piece of tom-foolery," and seemed determined, if possible, to "put it down." We very much doubt if he will succeed in doing so.

The Lord Mayor, who, like the celebrated Mr. Nupkins of Pickwickian memory, appears to rely upon his clerk, requested that functionary to lay down the law on the subject. The oracle, after a reference to Russell on Crimes, spoke, but his utterance was rather ambiguous. In a case therein cited "It had been held indictable," he said "for a party to exhibit at the window of his shop effigies, and thereby attract a crowd . . . and that it was not essential that the effigies should be libellous." The case referred to is *R.* v. *Carlile*, 6 C. & P. 636, and the facts of it are rather amusing. The defendant was a bookseller, and had been distrained by an inexorable churchwarden for church-rates in arrear. Irritated by this proceeding he took a comical revenge. In one of his shop windows he put an effigy of a right reverend prelate of the Established Church, under which was written "Spiritual Broker;" in the other window the effigy of a layman, and under him were the words "Temporal Broker." These two figures attracted a good many people, but a third addition to his gallery, by Mr. Carlile, drew a regular mob. He added what, since Southey's poem, has been popularly supposed to be an excellent likeness of the devil—whether in the "Sunday best," described by the poet, or not is not distinctly reported—and the arm of the enemy of mankind was linked in fraternal fashion with that of the bishop. After a luminous summing up from Park, J., the defendant was found guilty, and, on the evening of the trial the objectionable effigies were removed.

Now, it is obvious that the *facts* of this case are not on all fours with the facts of Mr. Bennett's, and the judge in his charge to the jury especially dwelt on the fact that the exhibition was admitted by Mr. Carlile not to be essential to the carrying on of his trade. "If the act of the defendant was at all necessary to the carrying it on , . . . *the law would do all it could to protect him.*" At the same time Mr. Justice Park also observed that the gravamen of the charge was not whether the figures were libellous, but whether their being placed in the window of the shop caused an obstruction to the highway. But it should be noticed that where an exhibition likely to attract a crowd is proved to be *bonâ fide* necessary for the exercise of a trade, there the law will require strong evidence that the crowd is really a nuisance before it will order the shopkeeper to make any alteration in the arrangement of his window. The difficulty in these cases is to know where to draw the line. If Mr. Bennett is to remove his clock, are the London Stereoscopic Company to be allowed to continue to exhibit that pleasing medley of prelates and prize-fighters, statesmen and actresses, which now excite the delight of innumerable gaping sight-seers. Are milliners to cease to "dress" their shop-fronts? Are booksellers' windows no longer to blaze with gay bindings? As it is the streets of London are far less adorned than those of many other European capitals. But if Mr. Finnis is successful, and many gentlemen follow his example, the reign of dulness will soon set in with a severity which would have satisfied the most dismal Roundhead of the seventeenth century. At present, however, a very slight case has been made against Mr. Bennett, and unless more evidence is forthcoming, we doubt if he will be obliged to take away his time figures. *Sic utere tuo ut alienum non laedas* is a beneficial maxim, but it should not be incautiously and inconsiderately applied.

IT IS WELL that the members of the Stock Exchange have, in a measure, become alive to the very decided tone of public opinion on the anomalous nature of the tribunal to which all Stock Exchange transactions are referred, and we shall be surprised if some important reform, if not an entire remodelling of the establishment, does not result from the present general dissatisfaction.

The Russian (Vyksounsky) Ironworks Company (Limited)* is only one out of many in which a settling-day has been refused for no assigned or properly assignable reason, and it is not without cause that the public have felt extreme disgust at the mode in which they have been treated. There is no real reason why we should submit to have our dealings overlooked by a tribunal which can, without cause assigned, make them void or valid at its pleasure; it would be as reasonable that every petty purchase should be submitted to an independent tribunal of members of the trade, an article of which is dealt with.

Why should the fulfilling of a bargain made on the Stock Exchange be a question of honour and not a question of law? In ordinary mercantile transactions questions of disputed contracts are decided by law or by arbitration; but the Stock Exchange has no law but itself, and repudiates and nullifies contracts as if there were not two parties to them. It is a mere subterfuge for the purpose of avoiding or losing a bargain if the refusal to appoint a settling-day is to have the effect of wholesale repudiation it now has, and there can be no question that, under the present state of things, it is a dishonest act for a member of the Stock Exchange to deal in the shares of a company for which a settling-day has not been appointed. Not, perhaps, legally dishonest, but in the sense that a dealer may, by implication, become a party to the improper repudiation of his own bargain.

Unless the members of the Stock Exchange are prepared to undergo great public odium, they will effect an alteration in their mode of dealing with new companies; by all means let them take cognizance of fraud, and let them admit or reject from their official list whatever undertakings they may think to be in any way tainted; but let them not take upon themselves the gratuitous office of arbiters in their own cause, deciding in their own favour. A court of honour is, in many cases, of the greatest desirability, but the honour of the members of the Stock Exchange will be best consulted by their making all their contracts such as will be binding at law, and then fulfilling them according to law.

THE STRANGE CASE OF ALLEGED ABDUCTION heard on Wednesday before Mr. Ingham, even if it should lead

to the conviction of a man more sinned against than sinning, will probably have one good result: that of clearing up the rather hazy ideas of that worthy magistrate on the subject of the carrying off of young women. It is difficult to make out from the newspaper report what the precise charge was which was intended to be brought against the Rev. Mr. Crosse's late groom, but it is quite clear that the only indictment which could be sustained would be under the latter part of the 53rd section of the 24 & 25 Vict. c. 100. The first part of that section is designed for the protection of women of any age who have any sort of property in possession or expectancy to lose, and stamps with felony anyone who, from motives of lucre, takes away or detains any such woman against her will, with intent to marry or, &c. This provision must be dismissed at once, since the young lady herself stated that she went at her own suggestion, and stayed of her own accord. The section however goes on to declare that whosoever shall fraudulently allure, take away, or detain such woman, being under the age of twenty-one years, out of the possession and against the will of her father or mother, or of any other person having the lawful care or charge of her, with intent to marry or carnally know her, or to cause her to be married or carnally known by any other person, shall be guilty of felony, and liable to penal servitude not exceeding fourteen years. This enactment, we may observe, is new, and there is at present but one decision on its interpretation, which, however, does not throw much light on the real meaning of the statute (*Reg.* v. *Burrell*, 12 W. R. 149). The essential ingredients of the offence are that the woman should have such an interest in real or personal property as is defined in the earlier part of the section, that she should be under twenty-one years, and that the person indicted should allure, take away, or detain her out of the possession, and against the will of her guardians, with the intent, &c., and lastly that the alluring, taking away, and detention, should be fraudulent. From the evidence given in the present case, it is indisputable that Miss Crosse, being over twenty and under twenty-one, was such a woman as is contemplated by the section, that she was allured, taken away, and detained, out of the possession of her father, and against that gentleman's will. But it is equally clear that the person who so allured, took away, and detained her was herself, and that if any fraud at all was practised, it was in all probability contrived and executed by her alone. She "arranged the row" by which the groom was dismissed, she told him to come to her bedroom; she prepared the burnt offering, which served as a beacon to summon and to light him to his love; she suggested the elopement, and would have eloped had there been no "George" at all. She did not even require his assistance in scrambling out of the window. "I think I was slipping down, and he held me." That appears to have fairly represented the relationship between them. She was always slipping, and he occasionally held her up.

Mr. Ingham appears to consider that the passive, not to say lamb-like, part which the groom, a boy of eighteen, played in this performance, was a taking away within the meaning of the statute. It was suggested that the abduction must be fraudulent, while here there was no fraud. It will probably puzzle a higher tribunal than Mr. Ingham's to put a satisfactory interpretation on this word. It is not "feloniously," nor is it "by false pretences;" but though the word "fraudulent" does not at first sight seem to imply so grave a moral offence as either of the other expressions, yet we strongly suspect that it will be much more difficult to define, and therefore a conviction under it will be more doubtful. Indeed the case of *Reg.* v. *Burrell* (*ubi sup.*) proves how difficult it will be to fix a definite meaning on the word "fraud."

Mr. Ingham, indeed, seems to consider that an important question in the case was whether a woman under twenty-one could "consent." With all respect to him, that mist which so often hangs over our police-courts must have obscured his mental sight. There cannot be the slightest doubt that a woman under twenty-one can consent; but the awkward part of the case is, that it is utterly immaterial whether she consents or not; since, if the offence is complete without her consent, it is equally complete with it. The part of the section which we are now considering does not make the dissent of the woman an element in the crime, so that however clear the merits may be on the side of the groom and against the young lady, he really stands in some peril should the minds of the Court of Criminal Appeal be as Mr. Ingham's mind; of this, however, there is, perhaps, not much cause for apprehension. As to the payment for the railway tickets, that was provided out of their common fund, of which she did not contribute the larger portion. Is this, too, "a fraudulent taking away?"

It only remains for us to ask why on earth was this prosecution instituted? There are causes and reasons for all things, we are taught, if we only look deep enough or high enough for them. Why does the father of a young lady, whose name has been tarnished, and her own reputation jeopardised by a boy whose chief fault is that he is not a "Joseph Andrews," prosecute for abduction and charge with wholesale robbery his intended son-in-law, who, with extraordinary generosity, or still more marvellous prudence, begs his lover not to apply her private fortune to his support? Why does this father, the mischief being complete and irretrievable, gratuitously publish his sorrow to the world?

THE CASES OF OPPRESSION and injustice practised by the rural magistracy—not, indeed, from any wilful or corrupt motive, but from the want of a legal education, and the consequent power and ability of discriminating between those cases where mercy should be the distinguishing characteristic of their judgments, and those where a stricter line should be drawn, have become so frequent, and the public journals have so often and repeatedly commented upon them with such apparent severity, yet with such justice, that it has become a subject of serious discussion whether it would not be attended with advantage to the community to appoint legally educated men to the office of stipendiary magistrates, who should preside over the great unpaid and keep them in order. The argument in favour of the affirmative of this proposition has been much strengthened by the fact that the duties cast upon the unpaid magistrates, by reason of the increase of the population, and the extended powers conferred upon them by the numerous complicated and difficult Acts which have within the last ten years passed the Legislature, require the magistracy to make great sacrifices, in consequence of their having demands upon their time which the public have no right to expect.

Stipendiary magistrates may now be appointed in three different ways. In places where there is no corporate body a private Act of Parliament may be obtained by the locality at considerable expense. The cost of this process deters the district from applying for such an appointment. In corporate towns the Municipal Corporations Act empowers the corporate body to pass a bye-law, recommending the appointment, and on that bye-law, under the corporate seal, being transmitted to the Home Secretary, Her Majesty may appoint a stipendiary magistrate who must be a barrister of seven years standing. But the jealousy at any interference with their magisterial duties on the part of borough magistrates, who are or have been members of the corporation, prevents these magnates from availing themselves of the privileges conferred upon them by the Municipal Corporation's Act.

The last mode is that conferred upon districts of not less than 25,000 inhabitants by the bill brought in and passed in 1863, by Mr. H. B. Sheridan, M.P., for Dudley. But this beneficial Act has become useless in consequence of the clogs upon its efficient working introduced by Sir George

Grey in its progress through the House. The bill empowered two-thirds of the inhabitants of a district containing not less than 25,000, at a meeting convened for the purpose, to pass a resolution recommending the appointment of a stipendiary magistrate, and her Majesty was then empowered to appoint a barrister as magistrate for the district. In this admirable measure Sir George Grey, fearing its provisions were unconstitutional, introduced all the cumbersome machinery of the Municipal Corporations Act, placing the chairman of the board of health, in the district requiring a stipendiary magistrate, in the stead of the mayor of a municipal corporation, with the same result as has followed that Act, for it is as improbable that the chairman of a board of health, most of the members of which are magistrates themselves, would think the presence of a legally educated magistrate at their meetings one whit more desirable than would the mayor of or magistrates of a corporate town. The Act accordingly has been left to slumber with others equally beneficial in design, but frustrated in their object by official interference.

It has been pretty generally known that the ex-Lord Chancellor Westbury, actuated by a laudable desire to prevent the recurrence of cases where the punishment awarded has been out of all proportion to the offence, had proposed a measure compelling the appointment of stipendiary magistrates throughout the country. It is to be hoped that his Lordship's resignation will not have the effect of depriving the country of the benefit which this measure is intended to confer upon it.

A case of the class alluded to, and which has recently appeared in the daily papers, has led to these observations. There a poor old woman named Ann Flack, aged seventy, was brought before the Rev. C. Hill, Mr. R. Pettiward, and Mr. C. W. Higham, three Suffolk magistrates, at Stowmarket, on the 28th ult., charged by Jonathan Wakelin, of Wetherden Hall, with stealing a quantity of wheat in the ear, value twopence. The old woman stated that she gleaned the wheat in question off the footpath, and there does not appear to be any evidence to contradict her. This poor old creature was sentenced to fourteen days' *hard labour*. We trust that not an hour will be lost by the Home Secretary in ordering the release of this poor woman, and that he will, at the same time, have the moral courage to censure the conduct of these three magistrates in such a manner as to deter them from committing such an offence against humanity as they have been guilty of in this case.

AT AN INQUIRY HELD AT ISLEWORTH by Mr. Bird, the coroner for West Middlesex, on the body of Daniel Dossett, a practice is reported to have been followed by the coroner for which there is no precedent in England. In June last the deceased had murdered his wife and afterwards cut his own throat. He subsequently died from the effects of the wound. After hearing the evidence of the witness who saw the act committed, of the constable who assisted to convey the man to his house, and of the medical man who had since attended him, the coroner, addressing the jury, said: "Now you have heard the evidence showing very clearly that this man died of wounds inflicted by himself, and I should think you can have no difficulty in returning a verdict. You are not investigating, remember, any matters in relation to the death of his wife, for an inquiry has taken place with respect to that death, and if you are satisfied that the man was not in a sound state of mind when he cut his throat, you will return a verdict to that effect. I think the best evidence of the state of mind of the man is to be seen in the act itself, for no man in a right state of mind would commit such a deed as this." A juror asked if the man had made any statement while in the infirmary, to which Dr. Mackinlay, the medical man, replied that the deceased had not been able to articulate, but that he had given them to understand that he had committed the crime. A juror asked—"Don't you think we had better hear evidence which is to be obtained as to the state of the man's mind just before the deed was committed?" The coroner rejoined—"What has that got to do with it. We don't want evidence as to the man's state of mind an hour before, or a day before, or a week before the commission of the act; but at the moment this act was committed." A juror—"I believe that at the moment the act was done the man was in a right state of mind, and knew what he was about. I don't think a man can be sane one moment and insane the next." The coroner—"What do you think doctor?" Dr. Mackinlay—"This question of insanity is a very difficult one to answer. I should say the man was labouring under momentary excitement. Passion will render a man perfectly uncontrollable." The Coroner—"And if a man is not under control he must be insane." Dr. Mackinlay—"I saw the man a short time after the commission of this act, and he was then perfectly rational." A juror—"If the man had lived to be arraigned at the bar for the murder of his wife, can any of us suppose that a plea of insanity would have saved him?" Several jurors—"Certainly not." The juror—"Then, I say we should return a proper verdict in this case." The Coroner—"What do you call a proper verdict?" The juror—"I certainly should not say that he committed this deed in an unsound state of mind." The coroner—"Then, return a verdict that he died from injuries inflicted by himself." Several of the jury thought that verdict would do, but one interposed with the question—"But ought we not to have the evidence as to the man's state of mind?" To which the coroner replied—"You have nothing to do with that;" and the verdict was accordingly returned that "Daniel Dossett died from injuries inflicted by his own hand."

Was ever such a monstrous proposition laid down as that a coroner's jury inquiring into the death of a suicide have nothing to do with ascertaining the state of his mind. After the fact that the man is a self-murderer has been proved, the most important point, and that on which the verdict must depend, and the coroner's warrant issue for the burial of the body, is the question whether the deceased was in his right mind. Upon this verdict of *felo de se* the coroner must issue his warrant to the parish authorities for the burial of the body between the hours of nine and twelve o'clock at night, without the performance of any burial service, and afterwards require a certificate of this course having been carried out. Had the verdict been that the deceased destroyed himself while in a state of temporary insanity Christian burial would have followed as a matter of course. The law supposes a man who is insane not to be responsible for his actions, and, therefore, such a self-destruction is, as it were, an act of Providence, but the act of *felo de se* is a crime which the survivors are to mark their sense of—by refusing the body of the deceased the accustomed religious rites.

Why an attempt should be made to lay down that all suicides are insane, is a point on which we are at a loss for an answer; as soon should we think of subscribing to the proposition that all murderers are insane, and the transition would be very slight to an opinion that all criminals are insane, and finally that all offenders against the law are insane. There have been, and probably still are, philosophers prepared to argue that all men are insane, but if we allow, for the sake of argument, that this is so, we are reduced to our former dilemma; for then insanity is a comparative term, and the evidence now required to prove insanity would be necessary to show the degree of universal insanity sufficient to relieve a man from responsibility for his actions.

Certain it is that insanity cannot be presumed in any case of suicide any more than it can be presumed in any other human event, and Mr. Bird made a great mistake in giving his opinion to the jury in the shape in which he is reported to have done.

IT IS UNDERSTOOD that Count Eulenberg, who killed Prince Alfred's cook in the streets of Bonn, is again at large. We are not informed what has been the result of the inquiry which was directed, but as the count's release has followed the close of the inquiry, it may be reasonably assumed that the decision was not unfavourable to him. Until we know by what right or by reason of what privileges the young Count Eulenberg remains unpunished the adminstration of the law in Prussia will remain marked as a disgrace to civilization.

A GREAT COMMOTION is raging on the other side of the Tweed respecting the Lord Advocate's latest legal appointment. He has, it seems, made his son, Mr. H. J. Moncrieff, a barrister of only two years standing, one of the Depute-Advocates of Scotland. It is almost impossible, even supposing the young gentleman to be possessed of most brilliant talents, that he can satisfactorily discharge the duties of his office. He is, in fact, a public prosecutor, and for such a post some experience is absolutely essential. There are, of course, many gentlemen of experience at the Scotch bar to whom the appointment would have been most acceptable. £500 a-year is the official salary, and is quite sufficient to attract a long list of candidates. There are four Depute-Advocates in Scotland, and already, before the appointment of Mr. H. J. Moncrieff, there was a Mr. Moncrieff among them. Certainly strange good fortune seems to attend the bearers of the Lord-Advocate's name.

TRIBUNALS OF PARLIAMENTARY INQUIRY—BRIBERY AND CORRUPTION AT ELECTIONS.

(*Continued from page* 942).

We think that it must be admitted that the most important question which can arise before an election committee is connected with the purity of a constituency. Although there are other grounds of a more technical character upon which the returns can be impeached, bribery and corruption are the most frequent and generally the most successful. On every such inquiry, two principal questions may arise, one of which must be decided before the other can be entered upon — first, whether there has been sufficient undue influence proved against the sitting member or his agents to vacate the seat; and, if this be answered in the affirmative, secondly, whether such general corruption exists in the constituency to call for the extinction (partial or total) or the suspension of electoral privileges.

Everyone will be ready to grant that it should require a very high degree of misconduct in a considerable number of the constituent body to call for the withdrawal of electoral power from the whole. To inflict a positive loss of influence and character on 1000 innocent persons because a few of those who are possessed of the same privileges with themselves have abused their liberty, must be an act of great injustice. Hence it was that so great an indignation was manifested when in former days, upon a pretence of the disloyal conduct of a few brave citizens, the charters of the corporations were withdrawn in order that the Stuart influence might become, in the new constituencies, supreme in the municipalities. The possession of electoral privileges is dearly prized by most constituencies at the present time. We do not hear now of petitions presented by boroughs complaining of the trouble and expense of their members, and seeking disfranchisement. The reason is obvious. Every citizen in a borough feels directly or indirectly the benefit attaching to its representation in Parliament. Energy springs up in the most sluggish; trade improves; the markets are crowded with life; establishments are set on foot of a magnitude hitherto unthought of; the whole place and people assume an aspect of healthy competition. If the sanction of Parliament is required for local enterprize it has its advocate in the person of its member, grievances are stated, abuses exposed and removed.

When then it is proposed to deprive such a place of the power of sending a member to the House of Commons, all these advantages and interests are lost and disregarded. The citizens cease to take an interest in public measures, in which they have no voice; a dull, unpatriotic indifference springs up where before was active, even though in some sense corrupt, political life. Bearing these considerations in mind it may be laid down as a rule that unless the corruption be proved to exist in the *majority* of the constituents, the extinction or total disfranchisement of a borough is unjustifiable.

When extinction is improper two other principles must be applied — the suspension for a period of the electoral power of the constituency, or its partial disfranchisement, *i.e.*, the withdrawal of the privileges from a portion of the constituency. The policy of suspension is to be advocated on different grounds from that of extinction. The existence of a large amount of corruption in a district is some test of the general state of moral feeling prevalent there. It is fitting, therefore, that some severe mark of the national displeasure should be affixed. Where the guilt is less extensive some gentler means should be adopted to awaken the slumbering sense of responsibility and to rouse to a higher consistency. If this can be attained by a temporary disgrace inflicted on the whole community, that portion of it which is wise and sensitive will be careful to spread stricter notions of duty and right. In this way the general chastisement may work out the general regeneration. Partial disfranchisement or the withdrawal of electoral privileges from those who are proved to have violated the confidence which the Legislature reposed in them, is in principle so manifestly just that it needs no commendation. This purging system must tend towards the purification of the whole community. Those, at any rate, who neglect the warning given on one occasion can claim no sympathy if they themselves are the victims chosen for the next sacrifice.

The amount of corruption requisite to call for the extinction, whether general or partial, or the expenses of electoral privileges, is quite different from that which is enough to deprive a sitting member of his seat. It has therefore been often suggested that the tribunals which are to be appointed to decide upon these separate questions, should be distinct. Sir Robert Peel, in the debates which took place upon the subject in 1834, very strongly insisted upon this point. It may be said by its opponents that the difference in the nature of the two investigations is simply a difference of degree—that it requires no more intelligence to decide upon fifty cases of bribery than on three, whereas the legal difficulties which beset each investigation are similar, that indeed it needs a higher amount of judgment and experience to decide upon the validity of the return when the objection may depend upon questions of law than when the committee have to deal with facts alone; hence, an equal care and caution should be observed in the selection of persons to sit upon the committee which is to decide upon the question of the return, as in the choice of those who are to determine the further question, if it should arise, of the general corruption prevalent in a given constituency. The judges in both cases should be chosen from the same body, and be possessed of like functions. Admitting the weight of such arguments, it may be replied that it is not correct to say that the difference between the investigation is simply one of *degree*. Their objects are widely different in character. The inquiry whether or not a member has been duly elected, is one between the House of Commons which receives him, and the constituency which returns him. The House may, therefore, well claim the exclusive right of pronouncing upon the validity of the return. Parliamentary history furnishes us with numerous instances, besides those already mentioned, in which the House has regarded, with sternest jealousy, any attempt to usurp this—its peculiar jurisdiction. The result of such an inquiry is reported to it alone, and the Sovereign, the House of Lords, and the rest of the community have

nothing to do with the decision—the judgment of the House of Commons is final, and subject to no appeal. The larger and more general inquiry into the corruption of a constituency is one in which the Lower House is only partially interested. It has no power alone to take away constitutional rights. All that it can do is to pronounce that on certain grounds it refuses to accept the member sent by the constituency. It may reject the representative—it cannot alone object to or reform the constituency. The first inquiry, therefore, is confined to *status* of the candidate, the second has a far wider scope, and affects the representation itself. The right of representation in a constituency, like that of voting in an individual, is a privilege (*privilegium*) bestowed by the supreme Legislature upon the subject corporate body. The hand therefore which bestows, can alone withdraw the benefit; for it only has the right to judge of the manner in which it is used. During the sitting of Parliament, and, indeed, at all times, for practical purposes, this hand is composed of the Crown, the House of Lords, and the Commons. Hence, any tribunal before which an inquiry is to be conducted which may end in the total or partial withdrawal, or the suspension of such privilege, must be so constituted as to give confidence and satisfaction to every branch of the Legislature and the country at large. These remarks will suffice to show that the two questions before-mentioned are distinct in character, and require investigation by separate tribunals.

We proceed now to inquire into the nature of the tribunal which is to test the validity of the return of a representative to Parliament. This being a subject upon which the House of Commons has always exercised its peculiar and jealous supervision, it is unlikely, even if it were desirable, that any success would attend a proposition to transfer the jurisdiction to a tribunal of a more judicial character. Yet it must be admitted that, in some points, the present system is imperfect. The persons who sit in judgment, are concerned with matters both of law and fact; and the questions of law which often arise are, in the present state of our election jurisprudence, of a nature utterly to baffle the ingenuity of any but a legally trained mind. The presence of a professional lawyer on the committee cannot be relied on—indeed, it is a well-established rule to abstain from electing practising barristers as private members on the committees, or at any rate to excuse their attendance. The result of this arrangement is, that if a member of the bar sit on the committee, he is either a nominal lawyer or one of so small an experience as to raise him in technical discernment little above his companions. Again, anyone who has been accustomed to watch with attention the mode in which the testimony of witnesses is taken before the present tribunal, is aware of the serious departure which is often made from the rules of evidence which are observed before the other judicial courts of the country. An untrained mind is unable to discover where direct passes into hearsay evidence, or where the testimony strays from the points at issue to others which are not material. The presence, therefore, of some person on the election committee, who, from experience, is able to judge, is most desirable for the purpose of restraining and regulating the method of taking evidence no less than advising on the points of law. A system of this kind is not unknown to the law. In some ecclesiastical causes the clerical judges may be assisted by a lawyer. Thus, some years ago, during the Boyne Hill inquiry, Dr. Phillimore sat in this capacity, and assisted the commissioners in sifting the case and arriving at a decision. So in the recent case before the Judicial Committee of the Privy Council the judges expressed their disapproval of the trial at the Cape being conducted by the Bishop of Capetown and the other bishops, without the assistance of lay advisers.

The inquiry as to the possession of a seat in the House of Commons being then essentially a parliamentary question, in which that part of the Legislature is peculiarly interested, may with propriety be conducted before judges who are members of that house, but they should be guided in their proceedings and decisions at least on points of law by a professional assessor. In this way the judicial element will be introduced without sacrificing the parliamentary privilege, and much time and money will be saved by the speedy and satisfactory mode of investigation. Upon the questions of fact which arise, of course the committee will be capable of giving a just opinion. So far, then, as the investigation of matters sufficient to confirm or vacate the return of a member of Parliament, the present system might, we think, continue to be adopted, except that a professional assessor should attend at the sitting of each committee to give the members the benefit of his judgment and experience. The appointment of these officers might be placed in the hands of the Speaker, in conjunction with the Lord Chancellor, or entrusted to the Chancellor alone.

(*To be continued.*)

HASTY JUDGMENTS.

One or two trials which have taken place lately forcibly illustrate the inconvenience which must generally arise from the habit of prejudging the questions of law or fact which arise during the progress of judicial investigations. This is a fault with which we are all very familiar in certain of our judges—not only our police magistrates, our recorders, and our county court judges, but even in those who preside in the superior courts. Serious as is the blot in any judicial mind, still its very notoriety often helps in some measure to compensate for the evil. There are ways of coaxing a judge to listen to your side of the question, even after he has committed himself to an adverse opinion, which are known to and practised by a wary advocate who is familiar with the workings of the judicial mind in question. This, however, does not apply to a jury, least of all to a special jury. When the latter have unanimously expressed their opinion on a fact, it is almost hopeless to attempt to move them. For this reason it is obvious that a jury should be as much as possible discouraged by a judge from prematurely stating or even forming an opinion on a part-heard case. Yet this tendency to find a verdict without hearing all the facts has been permitted and even encouraged on one or two recent occasions. The most startling instance occurred at the last assizes at Chelmsford upon an indictment for rape. The prosecutrix, who was a widow with five children, accused the prisoner with having broken into her house at night, walked into her bed-room, and committed the offence charged against him. On cross-examination it appeared that she never attempted to raise any alarm or make any noise, though a policeman lived a few yards off across the road. During the whole of the interview her son, nine years old, was in the room, and lay sleeping. The prisoner, it was proved, after quietly undressing himself, remained with her for about twenty minutes. She was, she said, too much alarmed to make any noise, or to resist with success. The prisoner, she admitted, was well-known to her, and had asked leave to live with her, when she replied that that could not be till he was married. She admitted, moreover, that on a previous occasion he had acted improperly towards her; that she had kissed him, and that, when they were together on another occasion, she went to the door to see if any of the neighbours were looking or likely to discover them. It was suggested, on cross-examination, that the meeting on the night of the alleged rape was in pursuance of a previous assignation, but this she denied, yet in her denial she contradicted one of her own witnesses in a material point. A medical man proved that on the day after the asserted offence had been committed, she showed him a slight bruise on her leg, which might have been caused many days before, but never said a word as to any violence or improper familiarity. The prisoner was at first apprehended on a charge of burglariously entering the house, but the pro-

secutrix afterwards magnified this into the accusation of rape. At the close of the case for the prosecution the learned judge asked the jury if they wished to hear counsel, thus conveying a gentle hint, which could not be mistaken, that the evidence failed to support the charge.

The workings of a juryman's mind are indeed inscrutable, and its ways past finding out, and it is therefore superfluous to express any astonishment when we learn that the jury desired that the case should go on, but, after a short consultation, withdrew that opinion, and said they were satisfied. "Satisfied," the judge presumed, "that the evidence has failed?" "Quite the contrary," exclaimed the jury, "satisfied that the evidence is sufficient, and we do not desire to hear the prisoner's counsel in his defence." Obviously, in the eyes of an Essex jury, the uses of a counsel for the defence are to aggravate the case for the prosecution. It seems almost incredible that after a judge had so plainly intimated his opinion that the prisoner ought not to be convicted, that he should have allowed the jury to indulge that taste for an eccentricity which is not always so harmless as it is amusing. The prisoner's counsel pointed out the impossibility of the woman's story being true, and dwelt upon the obvious motive for the charge, a motive which is far too apt to be disregarded in cases of this description, that her neighbours would cry shame upon her. The judge summed up decidely in favour of the prisoner—we should say strongly, were it not that his conduct throughout was somewhat vacillating and inconsistent. The jury, however, were not to be shaken from their gallant resolution, and brought the man in triumphantly guilty, not, however, omitting a final opportunity of making themselves supremely ludicrous by recommending him to mercy, on the ground that the woman had resisted so gently! The judge sentenced him to five years' penal servitude. It was commonly said at the time that the Queen's pardon would certainly follow, and though a pardon for a crime of which you are innocent may seem to some minds to savour equally of bad logic and gross injustice, no one can deny that it is a form of ministerial interference which would be likely to have peculiar merit in the eyes of our present Home Secretary. This case affords a striking contrast to a prosecution tried a year or two ago before another and a more resolute judge, where the facts pointed clearly to an acquittal, but the jury (also, we rather think, an Essex jury) were determined to bring in a verdict of guilty, with or without facts, and did so in the face of repeated remonstrances from the Bench. The judge, however, was not to be so easily daunted, and luckily discovered a flaw in the indictment.

Again, at Croydon, the other day, after the plaintiff and defendants had each adduced all their evidence, and the defendants' counsel had summed up, but before the plaintiff's counsel had replied, the jury said that they had made up their minds for the defendants, and added a hint that they had no wish to hear an adverse speech from the plaintiff's counsel. The judge immediately indorsed this opinion, accompanied with some rather strong expressions as to the folly and impropriety of a counsel persisting in going on "with thirteen against him." The action was one brought under Lord Campbell's Act, on behalf of the widow and children of a man killed on the works of a railway company. It was sought to establish that the company were guilty of negligence in appointing for certain work a man under whose orders the deceased had been employed, and whose improper mode of conducting the operations had, without doubt, caused the disaster. In such a case, where success was of the highest importance to a family who had probably little prospects but those which a successful verdict might hold out to them, the plaintiff's counsel would, we think, have been neglecting his first duty had he yielded to the remonstrances of the judge and waived his right to reply. It may be presumptuous to imagine that you can turn the minds of a special jury when they have committed themselves to an opinion, but there are worse faults in an advocate than over-confidence, and among them are timidity or hesitation in facing a difficulty. In the present case the interference of the judge pressed with unusual hardship on the plaintiff's counsel, for the latter was a young man and naturally felt great reluctance in acting in defiance to a judge, but he insisted on his speech, as we think, with great propriety. He had not, however, proceeded far, before the jury said that they desired to present their fees for the benefit of the bereaved family. "That's all very well, gentlemen," exclaimed the judge, and added with more smartness than good feeling, "but I'm afraid that won't buy off the speech." The case closed amid the roar of laughter which this remark called forth. We do not advance this at all as a case where it can be asserted that any injustice has been worked. Probably the jury were quite right in their conclusions, but we do protest against that habit which has become a perfect vice at judges' chambers, and threatens to become almost equally so in the superior courts, of leaping to a decision before the materials for an opinion are ripe. This is not the only instance which we could mention as having happened at these assizes at Croydon, and we might extend the remark to other circuits.

To such an extent has this evil practice prevailed in one of the courts at Westminster, that the judges who sit therein have hardly any business before them. During the last term this Court rose generally at the middle of the day, and frequently sat for a few minutes only in the morning. This affords a striking contrast to the long lists of causes which occupy the other two courts the whole of each day in the term, several days after term, and even then are not all decided. It is not necessary to mention the name of the court, everyone knows it, and whether the accusation be true or false, no one can doubt that the Court has obtained a reputation among the profession which seriously impairs its usefulness. At Croydon the number of causes entered in this court bore a proportion ludicrously small to the number of those respectively entered in the other two courts. Attorneys will not enter their cases in such a court so long as they have a more patient, more impartial, and more able tribunal elsewhere; and who can blame them? We can only regret that, though this is the common talk of Westminster-hall, no one of influence will stir a hand to draw the attention of the public and of Parliament to it.

THE LEGISLATION OF THE YEAR.

28 & 29 VICTORIÆ, 1865.

Cap. VIII.—*An Act to amend "The Elections Petitions Act*, 1848," *in certain particulars.*

The practice of election petitions is settled by the Act of 1848, but in consequence of certain difficulties which occurred in the case of the Lisburn Election Petition, this Act was found necessary for the regulation of the mode of adjourning, and, in case of dissolution, of re-constituting election committees. The subject of election committees will be found treated of in another part of this Journal, and it is therefore unnecessary to enter upon it here.

The principal object sought by this Act is to prevent an election committee from becoming dissolved without having fully performed its functions. By the 73rd section of the Act of 1848, a select committee could not adjourn for a longer time than twenty-four hours, exclusive of Sunday, &c., without leave first obtained from the House upon special cause assigned, or, if the House should be adjourned, then the select committee might adjourn to the day appointed for the meeting of the House. A select committee may, under this Act, adjourn to the day immediately following that on which the House shall be appointed to meet for the dispatch of business in case the House should be adjourned at the time of the application; and in case the House shall not happen to sit on the day appointed, the committee may adjourn from time to time, but always until the day following that on which the House meets for the despatch of business. The

House may also direct a committee to adjourn for a reasonable period, thus saving the labour of meeting daily for the purpose of adjourning. In order to guard against the possibility of a committee becoming dissolved by reason of any error or irregularity of proceeding, it is provided (section 4) that the House may order a new committee to be struck, or (section 5) that the dissolved committee be revived in case of dissolution occurring through such error. If by means of an irregularity it was possible (and experience proves that it was) for a failure to take place in the adjudication on an election petition, this Act comes in time to be of the greatest service.

Cap. IX.—*An Act to allow affirmations or declarations to be made instead of oaths in all civil and criminal proceedings in Scotland.*

In the year 1855 an Act was passed which made it allowable for a witness, in any court of civil judicature in Scotland, or for a person making an affidavit or deposition, who should refuse or be unwilling, from conscientious motives, to be sworn to make a solemn affirmation or declaration. In the year 1863 the same provision was made with respect to witnesses in criminal courts in Scotland. The present Act, in effect, consolidates these two, and applies to all civil and criminal courts in Scotland. The penalties of perjury attach to a false affirmation.

A very large class of persons will take advantage of this Act, and it will be difficult to distinguish those who simply wish to avoid taking an oath from those having really a conscientious objection to do so. As, however, the full and proper administration of justice is one of the chief objects of the enactment, and as similar privileges have not been very seriously abused in this country, it is to be hoped that any evil influence it may have will be effectually counterbalanced by its furthering the ends of justice.*

Cap. XVIII.—*An Act for amending the law of evidence and practice on criminal trials.*

About the time this Act was passed, some remarks were made† as to the probable effect of its operation, and we see no reason, now that the Act has been tried, to change the opinion then expressed—that it will ordinarily be adverse to the prisoner.

The object is to give a prisoner the benefit supposed to be attainable by the summing-up of his evidence to the jury, and the having as it were the privilege of saying a last word. In all cases where a prisoner or defendant is defended by counsel, and intends to adduce evidence, the counsel for the prosecution will be allowed previously to address the jury a second time in support of his case, and whether a prisoner is defended by counsel or not, he or his counsel will have the right to address the jury both before giving his evidence, as well as to sum up his evidence after its conclusion.

As to adverse witnesses, it is provided that a party producing a witness shall not be allowed to impeach his credit by general evidence of bad character, but may, under certain restrictions, contradict him by other evidence, or prove that he has made at other times a statement inconsistent with his present testimony. Special provision is made as to the manner of proving a former statement, and, if that statement has been made in writing, the witness may be cross-examined without its being shown him, although the parts of the writing intended to be relied on as a contradiction must be called to his attention; that is, we suppose, must be read to him.

Proof of a previous conviction of a witness is made less cumbrous than formerly. If the witness refuses to admit the fact, the cross-examining party may prove it by means of a certificate of conviction to be issued and signed by an officer having the custody of the records of the Court in which the conviction took place. No proof is required of the signature of the officer, but only proof of the identity of the convicted person.

Instruments not requiring an attesting witness to make them valid, may be proved as if there had been no witness, although the name of an attesting witness may appear upon them. It not unfrequently happens that documents are signed in the presence of a witness in cases wherein the law does not make such attestation necessary to their validity; this extra precaution will not, in future, entail upon the party setting up such a document the trouble of producing the witness, if he have any other means of proving the document.

The evidence of "experts" has been often objected to as illusory and unsatisfactory, and although there are many clever men who study the subject of comparing handwriting in much the same way as they would study any abstruse science, their evidence is always open to the general objection—that opinion is not proof. We have, in the 8th section of this Act, a permission given to witnesses to compare a disputed writing with any writing proved, to the satisfaction of the judge, to be genuine, and the two writings and the evidence of witnesses respecting them may be submitted to prove the genuineness or otherwise of the disputed writing. In proving handwriting, it is always necessary for a witness, who is only an expert, to make himself acquainted with the general character of the writer's caligraphy, and in cases where he has so acquainted himself by reference to documents, not otherwise in evidence, but known to be genuine, this provision will be found very serviceable.

EQUITY.

WILL—EXTRINSIC EVIDENCE—RESULTING TRUST.

Barrs v. *Fewkes*, V. C. W., 13 W. R. 987.

The extent to which parol evidence is admissible to explain the legal effect of a limitation in a will is dependent upon the question whether the construction, adversely to which the parol evidence is tendered, is a mere implication or presumption of law, or a rule of construction. Parol evidence is always admissible to rebut a presumption of law, but cannot be received against a settled rule of construction. When, then, the Court of Chancery rejects parol evidence tendered in explanation of a will in circumstances which the Court would formerly have allowed to be explained by parol, the reason of the change in the *ratio decidendi* will be found in the fact that the Court latterly has arrived at a settled rule of construction in these cases, while formerly they were merely subjects of presumption. All are familiar with the case of *Ackroyd* v. *Smithson*, 1 Wh. & T. 690, 1 Bro. C. C. 503, in which Lord Eldon, then at the bar, laid the foundation of a new and now well-settled rule of law in the construction of wills. Prior to that case, where there was a gift of a combined fund of real and personal estate to an executor in trust to sell and apply the proceeds for purposes which would not exhaust the whole fund, it was considered that the whole fund became personal estate and was vested in the executor. The Court then raised the presumption that it was inconsistent with his character to take the fund as a legacy; but, in accordance with the usual rule respecting the relation of parol evidence to presumptions, it admitted such evidence to rebut this presumption. The decision in *Ackroyd* v. *Smithson*, however, established that the undisposed residue of the realty resulted to the heir, and that this ruling should be considered as a settled rule and not as a mere presumption of law. This change in the law shows how the cases of *Docksey* v. *Docksey*, 3 Br. P. C. 39, and *Mallabar* v. *Mallabar*, Cases Temp. Talbot, 78, can be reconciled with the doctrine in *Coote* v. *Boyd*, 2 Bro. C. C. 527. When the two former cases were heard, the Court considered that a direction to sell operated to convert real estate to all intents and not merely for the purposes of the will, and consequently that the executor (the case being prior to 1 Will. 4, c. 40) was entitled to hold the surplus for his own benefit. In that state of the law parol evidence of the testator's intention was admissible to support a resulting trust for his heir or rebut the pre-

* 9 Sol. Jour. 121. † 9 Sol. Jour. 694.

sumption in favour of the executor: *Buckley* v. *Littlebury* 3 Bro. P C. 43. In *Mallabar* v. *Mallabar*, Lord Chancellor Talbot expressed great unwillingness to admit parol evidence in any testamentary case, but considered himself bound by the previous decisions.

Parol evidence being admissible only to explain any latent ambiguity either as to the subject-matter or object of the devise, or to rebut a presumption of law, whether relating to double portions or resulting trusts, and not to rebut a presumption arising from the construction of words simply *quâ* words, it followed that when *Ackroyd* v. *Smithson* reversed the doctrine applicable to cases such as *Mallabar* v. *Mallabar*, and altered a presumption of law in one direction into a conclusive rule of construction in another direction, parol evidence ceased to be admissible to construe the effect of a direction to executors to sell where there was an undisposed residue after the purposes of the will were carried into effect.

In the principal case a testator devised the residue of his real and personal estate to the executor "to enable him to carry into effect the purposes of the will." Vice-Chancellor Wood held that there was a resulting trust for the heir according to the rule of construction settled by *Ackroyd* v. *Smithson*, and not a mere presumption in his favour, and consequently that parol evidence was inadmissible to show that the testator intended that the executor should take beneficially.

This distinction is well settled, but the grounds of the distinction are not so clear. It is commonly said that a presumption of law is raised *against* the words, while a rule of construction is founded *on* the words of the will. In truth there is no essential distinction between the grounds of a presumption and a rule of law. Both are really rules of law, and all that can be said is that the Court has adopted certain arbitrary presumptions *juris et de jure*, and called them rules of construction. Whether the number of such arbitrary rules should be more or fewer than it is at present is a point upon which few lawyers will agree. For our part, we should not regret it if they were more numerous. Parol evidence is a dangerous matter, whenever it can be avoided, especially parol evidence regarding the intentions of a man who is dead, and cannot be called to contradict you. Though it be a necessity of our condition that all law should rest upon human testimony, yet, when the case admits of it, the Courts would do well to bear in mind that what David said in his haste, many a high authority since has found reason to say deliberately.

That the context in the principal case did not indicate an intention on the part of the testator that the executor should take the residue beneficially, is a question open to more doubt than the application of the rule excluding parol evidence on the point.

The devise, indeed, was not a beneficial gift subject to a charge, as in *Dawson* v. *Clarke*, 15 Ves. 409, 18 Ves. 247; nor a gift with a motive expressed, as in *Thorp* v. *Owen*, 2 Hare, 607; *Benson* v. *Whittam*, 5 Sim. 22; nor a devise with a condition attached to the mode of enjoyment, as in *Hill* v. *The Bishop of London*, 1 Atk. 618; but was given for the furtherance only of the purposes previously expressed in the will. The absence of words expressing a trust was immaterial: *Quod necessario intelligitur non deest.* In *Saltmarsh* v. *Barrett* the word "charge" was used, yet the gift was held to be on trust. In *Dawson* v. *Clarke*, 15 Ves. 409, the words charge and trust occurred, and in *Hughes* v. *Evans*, 13 Sim. 496, the word trust was used, and the gift was held beneficial in both cases. These decisions are scarcely reconcileable with *Saltmarsh* v. *Barrett*, which appears to be somewhat losely determined, for what was the object of making the executor a gift subject to a charge only, unless the residue might be retained by him beneficially; *expressio unius est exclusio alterius.*

In *Cary* v. *Cary*, 2 Sch. & Lef. 189-190, there was a gift to a son to enable him to pay debts (in exoneration of the settled estates). Lord Redesdale held it merely a trust *quoad* the debts, and that the surplus belonged to the son beneficially. But, of course, the relationship of the parties makes this case *sui generis*. In *Rogers* v. *Rogers*, 3 P. Wms. 193, the relationship of the donee, the testator's wife, was likewise made a ground for treating the gift as made subject to a charge only, and not entirely in trust.

Although the case of *Saltmarsh* v. *Barrett* appears to bear hardly upon executors, yet we think the principle of that case a sound one. In the present case the intention of the testator clearly was that the executor should be a mere trustee, and should not profit by his executorship. He was first referred to, not by his name, but as executor; the words "to enable him," &c., were only expressive of the testator's motive in making the devise. The Vice-Chancellor's judgment, therefore, appears to be framed in accordance with the most recent decisions on the point, and on the principle, not of placing the onus of proof on the executor, but of excluding all parol evidence to that effect.

The present rule of equity, which does not allow trustees or executors a percentage on the property administered by them, is very inconvenient. But, on the other hand, this rule should be altered by statute only, and not evaded on account of its hardship; for then the profit made by executors on the strength of slight expressions in a will, would be not a mere percentage, but a fraud on the objects of the testator's bounty.

MORTGAGE DEBENTURE COMPANIES.

If Bentham had lived in the present day he would have been amazed to find that a vast number of those thoughts upon law reform, to the expression of which he, neglecting an unusually fair prospect of professional success, devoted his life, have been adopted into our legislation, and now regulate the positive law of the land. This result is not in itself remarkable, if we consider how in all periods of our history the great changes in the law have been the product of a few years' earnest effort on the part of a few great lawyers. Without the help of Burnel, the first lawyer Chancellor,* we should not have been able to echo the boast of Hallam that there is scarcely any fundamental principle in our constitution which was not firmly established in the time of the Plantagenets. Edward I. would never have won the title of the English Justinian if he had not had his Tribonian. So in later times Bentham's exertions about the state of the law would have passed away without much effect, if Romilly and Brougham had not lived to use their intellectual force in carrying out his views. The rapid growth of law reform in the course of a few years is strikingly shown by the fact that while Blackstone could write in his time that "It is a melancholy truth that no less than 160 actions which men are daily liable to commit have been declared by Act of Parliament to be worthy of instant death," modern legislation has reduced these actions to two. And we should not be just if, in coming to more recent times, we were to allow the cloud which for a time rests upon Lord Westbury to hide the real services which he too rendered to the same cause. It will be something to record that the man whose weakness of character and social imperfections compelled the House of Commons to degrade him, was the Parliamentary leader under whose steady banner the Divorce Act and the Bankruptcy Act were passed, and the first step taken towards the simplification of the transfer of real property. Lord Westbury was not a diligent man, and therefore we were not surprised when he bequeathed the codification scheme to his successors. But he had a certain fixed resolve to improve our system of jurisprudence, and if he could find men to help him in the details of the work, he was willing to enter upon it and carry it through.

It has been said that the Land Registry Act has been a failure, that English people are too sensible to put their tenure of land in jeopardy by an unnecessary submission of the title to the officers of the new court and the subsequent advertisement in the neighbourhood, and a story is told of Mr. Follett, the amiable Chief Registrar, having personally explained to

* The first "lawyer Chancellor" was *Parnynge*, who succeeded Bourchier, the first *lay* Chancellor, in 1341. Bourchier was a soldier by profession. Burnel was an ecclesiastic, and when made Chancellor was Archdeacon of York. He was afterwards created Bishop of Bath and Wells.—Ed. *S.J.*

the ex-Chancellor, on the occasion of a casual morning call in Lincoln's-inn-fields, the nakedness of the land. Yet applications to the court are more frequent than at first, and we believe, as we shall show, that they will continue. The Land Registry Act was in truth too rude a reform. It was too much to expect of the British public that they should swallow at a gulp such a measure of tremendous change. It shook to its foundations the practice of every local attorney, and the squire—whose ideas on law are chiefly derived from this source—of course chimed in with the notion that the new idea was absurd, and that nothing but failure could come of it. But people who viewed the matter from a less interested point of view thought very differently. Merchants, who are as much open as the rest of the community to the desire to invest their earnings in land, and to retain the broad acres when purchased, believed strongly in a system which, as they understood it, proposed in the course of a few years to make land transferable by as simple a method as shares in a public company. They trusted Lord Westbury because they thought he cared more for the public in his views of law reform than for the lawyers, and even now they only half approve of his downfall. It is not an uncommon thing to hear it said in the City that the real reason why he was disgraced was that he was determined, if he remained, to diminish the earnings of the profession of which he was the head. The Land Registry Act came, like the Reform movement a few years since, rather before its time. The plan was too bold, the advantage not sufficiently apparent; it required some experience before the landed proprietors, never very alert for change, would adopt it. It was in need of a few pioneers.

These remarks bring us to the consideration of the Mortgage Debentures Bill, which was introduced in the last session of Parliament, and has now become law. This measure has intrinsic merit, but we value it more for the results which are likely to flow from it. We regret that it did not act as a pioneer to the Land Registry Act. However, camp followers are not without their use. They may greatly help those who have gone before. The object of the Mortgage Debentures Act is twofold, first, to enable companies to advance money to owners of freehold, copyhold, and leasehold property; and, secondly, to enable companies to borrow money themselves on the security of debentures secured on their mortgage securities. The soundness of the mortgage security, which every mortgage debenture company will be permitted to possess, is provided for in two ways—first, by a compulsory valuation, to be made by a surveyor appointed or approved by the Inclosure Commissioners, it being required that the advance to be made by the company is not to exceed three-fourths of the saleable value of the property; and, secondly, by a compulsory registration of their securities at the Land Registry Office. It has been objected that this system does not diminish the chief difficulty which has hitherto prevented the ready advance of money upon a land security, while it adds two conditions to the prejudice of the borrower. It will, no doubt, still be necessary to go through the preliminary investigation of the title to the property, with its ordinary accompaniment of abstract, mortgage-deed, and expenses. But this is one point in which we conceive that this bill will have a most beneficial reflex effect upon the Land Registry Act. The company is not at liberty to borrow any money or issue mortgage debentures upon any security which has not been previously impressed with the imprimatur of the Land Registry Office. The company, therefore, will be ready at once to advance money to any landowner who has already placed his title upon this register. It is clear that the stimulus afforded by the prospect of being able to raise money upon an estate without the intervention of an attorney, by simply handing a certificate of registration to the officers of a public company, and proving the saleable value of the property, will produce a considerable increase of land registry business.

But then comes the objection to a registry. This is an old bugbear. It is said that the public will not submit to a registration of their securities. If a landowner wants to raise money, he borrows it quietly and secretly from some other client of his own solicitor, or by depositing his title-deeds with his bankers. He will not publish the transaction to his neighbours. This may be true, although it is probable that if we had a general registration of securities all over the kingdom, we should take as little interest in our neighbour's borrowings as we should in his private letters if the General Post Office were thrown open to our inspection. Besides, there is perhaps as much likelihood of it "getting about" that Sir Pertinax has advanced a large sum of money upon a mortgage of Lord Lumbercourt's estates, if they are compelled to confide the secret to Serjeant Eitherside, or Counsellor Plausible of a county town in the present day, than if the machinery of a public company were resorted to.

If, however, the objection be admitted to the full, we should demur to its being applied against the adoption of a measure which is not designed to benefit a few decaying proprietors who wish to keep up appearances, but to give the greatest facilities to the general public for sound investments and safe loans. The difficulties attending a general registration of land in England are great. But they chiefly arise from the inordinate length of titles, and the subtlety of the law as regards equitable as distinguished from what are called legal estates. When the adoption of the provisions of the Land Registry Act has become sufficiently general to justify it being made compulsory, and when the law of real property has been reduced into scientific order, we shall hear very little more of the impossibility of a system of registration. At present we regard the formation of mortgage debenture companies as affording the most admirable opportunity for testing the real truth of the prevailing objections of the large schemer. We shall be very much surprised if a majority of borrowers are restrained from obtaining an advantageous loan by the fear of publicity, and if they are not so deterred, we think we can foresee a time not greatly distant when the combined effect and development of the measures we have mentioned will be to make land as easily transmissible from one person to another as stock.—*Spectator.*

COURTS.

WEST INDIAN INCUMBERED ESTATES COURT.

8, Park-street, Westminster, Aug. 1, 2, 16, 1865.

(Before JAMES FLEMING, Esq., Q.C., and REGINALD JOHN CUST, Esq., Commissioners.)

RE LEITH. EX PARTE CHAMBERS.

Consignee—Lien—Priority.

The lien of a consignee has priority over all mortgages, but it may be postponed by special agreement.

Where a merchant was appointed consignee by a deed which was expressed to be subject to prior mortgages, the lien of the consignee was postponed to the prior mortgages.

The question in this case was whether a claim which had been filed by Mr. George Henry Chambers, of Mincing-lane, against four estates in the Island of Tobago called respectively New Grange, Old Grange, Grafton, and Kendal Place, for a sum of £2,859, being the balance alleged to be due to him as consignee of the above estates, ought to be allowed priority on the schedule of incumbrances over a mortgage made to Davidson & Co., on which a sum of £11,000 and upwards was due, the purchase-monies of the estates being insufficient to pay both debts.

The estates in question belonged to John Leith and James Leith, who by an indenture dated the 27th of June, 1865, conveyed them (with other estates) to Davidson & Co., by way of mortgage, for securing £10,000; and by the same indenture covenanted that so long as any of the principal monies, or interest intended to be thereby secured, should remain unpaid, they would in every year ship and consign to such persons in Great Britain as Davidson & Co. should direct, fifty hogsheads of sugar, in good condition, and of the best quality; and it was agreed and declared that the persons to whom the said sugar should be consigned, should sell the same, and by and out of the proceeds of such sale pay or retain the expenses of the sale, including a commission not exceeding one per cent. on the gross amount, and pay the residue to Davidson & Co. in discharge of their mortgage debt.

The above covenant to consign was not complied with, and the interest on the mortgage money having fallen into arrear, Davidson & Co. presented a petition to the Incumbered Estates Court for a sale, in pursuance of which the estates were sold for £5,630.

Up to this time Davidson & Co. had no notice of any other incumbrances on the premises, but after the draft schedule of incumbrance had been prepared, and the final notice to claimants had been issued and advertised, a claim was filed by Chambers, stating that for some years past he had been consignee of the estates in question, and that there was due to him on the balance of his account as such consignee, the sum of £2,859, in respect of which he claimed the usual

consignee's lien, in priority to the mortgage of Davidson & Co. This claim was resisted by Davidson & Co., who disputed the fact that Chambers was ever consignee of the estates to such an extent as to give him a lien, and contended that he had merely been casually employed from time to time, in common with many other merchants, to sell sugar and furnish supplies under the orders of the Leiths, who employed no regular consignees, but managed the estates themselves.

Considerable evidence was gone into on these points, by which it appeared that the estates, which were in different parts of the island, were managed by the Leiths themselves, who were planters and merchants, and were in the habit of consigning the produce to various parties in England, the West Indies, and America, as they found a favourable market, and of purchasing supplies in like manner wherever they could find credit; acting, in fact, as managers and consignees on their own behalf. Chambers, in common with many others, had had transactions with the Leiths, and had advanced monies to them for various purposes, and especially for the purpose of cultivating two estates called Charlotte-ville and Telescope, and in March, 1860, the Leiths had executed the deed of covenant hereinafter referred to at length, by which they covenanted to consign to Chambers a certain amount of produce, not only from Charlotteville and Telescope, but also from the estates now under administration, for the purpose of discharging this debt.

Supplies to a certain extent had been furnished by Chambers to the Leiths, for the purposes of the estates now under administration, though not to a very large amount, and produce had been consigned by the Leiths to Chambers, to cover these supplies, but, in consequence of the Leiths having failed to consign to Chambers produce sufficient to cover the value of the supplies, a balance had become due from the Leiths to Chambers. It was, however, alleged that if the whole of the produce of the estates now under administration had been conveyed to Chambers, no balance would have been due. Under the above circumstances various questions were as to the rights of Chambers, whether he ever was a consignee properly so called, or, if a consignee, whether he ever occupied such a fiduciary or intimate relation to the estates in question, as to give him a lien thereon, or whether he was not merely in the position of a merchant who had done casual business on commission for the Leiths, and on their personal security.

It was admitted that a mere covenant to consign, not acted upon, would not of itself give the covenantee the rights and privileges of a consignee. It became, however, ultimately unnecessary to decide these questions, as the Court were of opinion that the provisions of the above-mentioned deed of covenant, which were of a special nature, were such as to preclude Chambers from claiming priority over Davidson & Co., and, the estate being insufficient to pay the mortgage of Davidson & Co., the ultimate rights of Chambers became of no consequence.

By this deed, which was dated the 15th of March, 1860, and made between John Leith and James Leith of the one part, and Chambers of the other part, after reciting that by an indenture dated the 23rd of January, 1860, certain estates belonging to James Leith, called Charlotteville, Telescope, and Fairfield, had been mortgaged to Chambers to secure £2,500, and that by another indenture, also dated the 23rd of January, 1860, certain house property in Scarborough, in the said Island of Tobago, belonging to John Leith and James Leith, had been mortgaged to Chambers to secure £800, and that James Leith was also seized of certain estates called Speyside and Runnymede, and that John Leith and James Leith were also together seized of certain estates called the Old Grange, New Grange, Grafton, and Kendal Place, subject to certain mortgages or charges affecting the same; and that in consideration of the deferred period allowed by Chambers for payment of the said mortgage-moneys, it had been agreed that John Leith and James Leith should, according to their several estates and interests therein, and so long only as possession should not be adversely taken by the parties holding the respective mortgages or charges aforesaid, consign to Chambers not less than two third-parts of all the sugar, rum, and other produce, to arise from as well Charlotteville and Telescope as from Speyside, Runnymede, Old Grange, New Grange, Grafton, and Kendal Place; and also that the deferred period for payment of the said mortgage-moneys should not preclude Chambers from annually charging interest at the rate of £5 per cent. on his mercantile accounts. And reciting that in the mercantile dealings between the said parties, two accounts had been, and were intended to be, kept by Chambers, one account being with James Leith alone, and the other account being with John Leith and James Leith, and it had been agreed that the first above-mentioned indenture of mortgage, and the estates comprised therein, should be available in favour of Chambers, to secure the balances which should become due on both of the said accounts, to the extent of £2,500, as aforesaid. And that since the date of the said recited indentures the said accounts had been made out and rendered to John Leith and James Leith, showing a balance of £806 1s. 3d., due by James Leith, and a balance of £1,217 19s., due by John Leith and James Leith, to Chambers, on the 31st day of December, 1859. It was witnessed that in consideration of the premises, and in order to express and carry out the true intention and agreement of the parties, John Leith and James Leith, and each of them, did, according to their interest, covenant with Chambers that they would, during the space of five years, from the 31st day of December, 1859, and during such further period as the said several mortgage securities made by the two indentures of the 23rd day of January, 1860, or either of them should continue subsisting securities, ship, remit and consign, to Chambers, or such person or persons as he should appoint at London, not less in each year than two third-parts of the sugar, rum, and other produce to be made upon Charlotteville, Telescope, Speyside, Runnymede, Old Grange, New Grange, Grafton, and Kendal Place, and would, in the event of their leaving the said island, or relinquishing the active management of the said estates, nominate and employ as their attorney or attorneys for the management thereof, some person or persons to be approved by Chambers, and by or through such attorney or attorneys cause the consignments thereof to be made to him as aforesaid. To the end that such consignments might be sold and disposed of in the usual manner, and the net proceeds thereof held and applied for the several uses, interests, and purposes thereinafter expressed and declared. And also that they would give due notice and advice to Chambers, or to the consignees for the time being, under the covenant thereinbefore contained, of all shipments and consignments intended to be made of any such sugar, rum, or other produce as aforesaid, to the intent that insurance might be made thereon. And also would lend to Chambers, or to such consignees for the time being as aforesaid, proper lists and particulars of all such stores and supplies as should be required for the use of the said plantations, and which he was to have the option of supplying. And it was declared and agreed that the net proceeds and monies to arise from the sale of the said sugar, rum, and other produce, should be applied and disposed of in manner following (that is to say) —In the first place there should be retained or paid thereout the annual interest on the mortgage debts for the time being, due to Chambers as aforesaid; and, in the second place, in or towards meeting such supplies as Chambers should be willing to send out, and in reimbursing him for such drafts as he should be willing to accept for labour, purchase of cattle, or other usual island contingencies of the said plantations, or for taking up or discharging any of the aforesaid mortgages or charges on the said estates, together with the usual interest and commission on the same respectively. And also all such sums of money as should become due and payable for freight, duty, and insurance, and other incidental charges attending the consignments of the said sugar, rum, or other produce; and the shipping of such stores and supplies as aforesaid, which insurance Chambers was thereby authorized to make, and covenanted and agreed to make accordingly; but so long as the said shipments of each year should exceed the amount of the expenses of the same year, together with the usual interest and commission. And in the third place the residue and surplus of the said net proceeds should from time to time be applied and retained by Chambers in or towards the liquidation and discharge of the principal of the said sums of £2,500 and £800, or so much thereof as from time to time should remain due, until the same and all interest thereon should be fully paid and satisfied. And it was further witnessed that in further pursuance of the said agreement, and, in consideration of the said covenants, Chambers covenanted with John Leith and James Leith, and that he would, during the said term (if the said covenant for consignment should so long continue in force and be duly performed on the part of John Leith and James Leith), receive all such consignments or cause the same to be

received by some other merchant, and sell and dispose of the same, or cause and procure the same to be sold and disposed of in the usual way of trade, and also pay, apply, and dispose of the net proceeds to arise from the sale and disposition of such consignments, or cause or procure the same to be paid, applied, and disposed of, to, or for the several purposes and in the manner before mentioned. And also would during the same term (on having due notice and advice for that purpose) and so long as each year's shipments should exceed the amount of the expenses for the same year, effect insurances to a sufficient amount on all shipments as well of such consignments as aforesaid as of the stores and supplies which he might furnish and send out. And would in all other respects but so long only as the annual consignments should yield a surplus after meeting the annual expenses, act, or cause, or procure some other merchant or merchants to act as consignees and factors of John Leith and James Leith as aforesaid. And further, that in case the said covenants and agreements should be duly observed, he would not at any time before the expiration of the said term commence any action, suit, or proceeding against John Leith and James Leith, for enforcing payment of the said mortgage debt or any part thereof, or any interest thereon.

The above deed was produced by Chambers as evidence of his due appointment to the office of consignee, but it was contended by Davidson & Co. that the provisions of the deed showed a clear intention that the rights of Chambers were to be subject to the rights of the prior mortgagees, and were in fact to cease and determine whenever the prior mortgagees should take possession, a state of things inconsistent with the paramount lien now claimed by Chambers.

Archibald Smith, for Chambers.

W. W. Mackeson, for Davidson & Co., in a lengthened argument, extending over two days, reviewed the whole series of cases by which the lien of consignees of West Indian estates had been established, and contended that the notion that this lien could be created by salvage, or by anything short of actual agreement, was erroneous, and that the principle relied on by Mr. Stonor, the late chief commissioner, in his judgments, as reported in Cust's West Indian Estates, had no foundation. Independently, therefore, of the deed of covenant, Chambers could gain no priority over Davidson & Co., without their express or implied agreement; and in this particular case the deed of covenant showed that they never contracted for, or had any idea that they could contract for, such a priority.

The following cases were cited:—*Re Sutherland*, *Ex parte Garraway* (not reported); *Bertrand* v. *Davies*, 31 Beav. 429; *Re Tharp*, 2 Sm. & G. 578 n., Cust, 246; *Fraser* v. *Burgess*, Moo. P. C. C. 314; *Re McDowall*, Cust, 269; *Scott* v. *Smith*, 3 Burge's Col. Law, 357; *Simond* v. *Hibbert*, Russ. & M. 719; *Scott* v. *Nesbitt*, 14 Ves. 438; *Farquharson* v. *Balfour*, 8 Sim. 210; *Sayers* v. *Whitfield*, 1 Knapp, 133; *Shaw* v. *Simpson*, 1 Y. & C. C. C. 732; *Morrison* v. *Morrison*, 2 S. & G. 564; *Daniel* v. *Trotman*, 11 W. R. 717; *Pennant* v. *Simpson*, 1 Knapp, 399; *Steele* v. *Murphy*, 3 Moo. P. C. C. 445; *Re Greatheed*, Cust, 242; *Re Pengelley*, Cust, 271.

Aug. 16.—The CHIEF COMMISSIONER delivered the judgment of the Court as follows:—This case is one of great difficulty, and my decision has been come to after much hesitation and anxiety, an anxiety heightened by the knowledge that, owing to the depreciation of West Indian property, the decision, be it given for whom it may, must induce a serious loss to gentlemen who have, in entire good faith and honesty of purpose, advanced their money on the security of the estates with the proceeds of which we are now dealing. It is however a satisfaction to know that if I err in my decision, the error can be corrected by the Privy Council.

Upon the much vexed questions as to the lien of a consignee, and the extent of that lien, notwithstanding the very able and elaborate argument which has been urged before me, I feel that I am bound to adopt the principles established by the decisions of my learned predecessor, and that those principles must be deemed the law in this court until they are pronounced erroneous by a higher jurisdiction. There is nothing more essential in the administration of justice than the certainty of the law, and if the argument addressed to me could raise a doubt in my mind as to the correctness of the views on which the judgments of my predecessor were founded, the number of these judgments, the extent to which the law established by them has been carried out in this Court, and the effect which they must have had, upon transactions in, and in relation to the colonies, would forbid me from acting upon that doubt. It has, however, been strongly insisted that the Privy Council in the case of *Fraser* v. *Burgess* (*ubi sup.*) overruled the principle on which the decisions of this Court in favour of consignees were founded. I need scarcely say that if I could view the judgment in that case as having such an effect, I should, without a moment's hesitation, bow to its authority, but after the most attentive consideration of every passage in that judgment I think it leaves the question wholly untouched, and that, save in so far as the question may be affected by the decisions of my predecessor, it remains in the same state of uncertainty as Lord Kingsdown stated that it stood at the time the judgment in *Fraser* v. *Burgess* was delivered. It is very true that the ground on which that judgment was pronounced was the well-known doctrine of acquiescence, and that the judgment disallowed the distinction between a person who singly filled the character of consignee and a person who, by managing the estate, furnishing all the supplies, and dealing with all the proceeds, combined in himself the twofold office of manager and consignee, a distinction on which Mr. Stonor had rejected the claim of Mr. Fraser, the appellant. But I do not find in either circumstance any reason to conclude that the Privy Council intended to decide against the supposed right of a consignee to a lien on the estate, or to limit the extent of that lien, and the reference, towards the close of the judgment, to the case of *Sayers* v. *Whitfield*, 1 Knapp, 148, appears to me to lead to a directly contrary inference.

I also conceive that, with the knowledge which the Lords of the Privy Council had of the recent institution of this Court, of the important interests with which it had to deal, and of the influence of its decisions upon the prosperity of the colonies under its jurisdiction, and with the knowledge which they had, from Mr. Stonor's own judgment, of the principles on which this Court was proceeding, if they had come to a conclusion that those principles were erroneous, and could not be sustained in law, they would have clearly expressed that conclusion, whilst, if they merely deemed it to be an open question, they might well leave it to some person, who might consider himself aggrieved by a decision of this Court, to bring the matter before them for final determination. I therefore do not consider that the case of *Fraser* v. *Burgess* calls upon me to depart from the principles established by the decisions of my predecessor, and considering that more than five years have elapsed since that case was decided, and that during that time the administration of all the estates sold under the orders of this Court has proceeded upon those principles, and that there has been no appeal from any one of the decisions, I think that I should exercise a most mischievous stretch of jurisdiction were I to overrule them.

Whilst it was insisted before me that the principles of Mr. Stonor's decisions as to the rights of a consignee were overruled by the case of *Fraser* v. *Burgess* it was also urged that they were opposed to the judgment of the Master of the Rolls in *Bertrand* v. *Davis*, 31 Beav. 432. It was, of course, not contended that the latter case was, as the former, binding upon me, but it was strongly argued that it was sufficient to justify me in departing from the rule of law established by my predecessor. With every deference to the high authority of a judgment pronounced by so eminent a judge as the Master of the Rolls, I cannot yield to the argument.

The judgment in *Bertrand* v. *Davis* appears to me to proceed entirely upon those principles of English law which would be applicable to an English estate—and the peculiar position of West Indian property, and the necessity of employing a consignee and of giving the security of the estate in order to induce the required outlay by the consignee—do not appear to me to have been present to the mind of the learned judge when he delivered his judgment. I may also remark—whatever may have been the real facts in the case—that it is not stated, in Mr. Beavan's reports, that the manager, whose right against the *corpus* of the estate was denied, advanced out of his own funds the money for the supplies; nor does the judgment treat him otherwise than as a mere manager, or make any allusion to the fact—if such were the fact—that he filled the double character of manager and consignee. But whatever may have been the facts—and although it is quite true that in a settled colony the settlers take with them such of the laws of England as are applicable to their situation—I am humbly of opinion that it would be straining a principle of law, beyond all reasonable intendment, to hold that a mortgagor or tenant of a limited estate could not give a consignee a lien paramount to all other interests for his advances, when, without such advances, the security

of the mortgagee might, and in all probability would, for all beneficial purposes, be extinguished; and the rights of the reversioner attach only upon an uncultivated waste.

The observations of Lord Eldon in *Scott* v. *Nesbitt*, 14 Ves. 444, 445, of Lord Wynford in *Sayers* v. *Whitfield*, 1 Knapp, 148, 149, and of Lord St. Leonards in *Re Tharp*, 2 Sm. & Giff. 578, 579, appear to me to have a direct and most important bearing upon this part of the case; and if those observations were applicable to West Indian estates, at the times at which the judgments were delivered by those learned judges, their force and their importance have been greatly increased by the subsequent depreciation in value of West Indian property, and unfortunately several instances have come before this Court in which estates, formerly of great value, have gone entirely out of cultivation in consequence of the failure of persons interested in them, to find merchants willing to act as consignees, and in which those estates have been sold in this court as waste lands. Mr. Mackeson also urged upon me that there was no usage in Jamaica or the other islands which could put the rights claimed by consignees on the footing of a custom, and his experience, having practised for several years at the bar in Jamaica, enabled him to state the point from his own knowledge, but the same fact was found upon a reference made to the Master, in *Scott* v. *Nesbitt*, and the observations made by Lord Eldon in that case, and by the learned judges in other cases to which I have referred, were all made with the full knowledge that the rights of the consignees could not be claimed under any special usage within the colonies.

The principle, however, upon which the title of consignees has been supported is of wider range and more universal application than any particular usage, and, as remarked by Lord St. Leonards, is daily acted upon in Ireland in regard to fines paid upon renewable leaseholds, and is indeed also frequently acted upon in this country in similar cases. In considering the rights of consignees, I have not overlooked the passage from Mr. Burge's Commentaries so much relied upon in Mr. Mackeson's argument, but I am still of the opinion which I expressed during the argument, that, when Lord Kingsdown spoke of the principles established by the authority of the case of *Scott* v. *Smith* (*ubi sup.*), he referred to the order in that case, and the facts to which that order applied, and not to the passage in the Commentaries, and I do not think that a court of first instance would be justified, upon the statement of the case of *Scott* v. *Smith*, as made by Mr. Burge, in overruling a principle which, since the institution of the Court, has been made the ground of its decisions, and upon the authority of which the rights of all the suitors have been determined, and determined without appeal, and, so far as I know, hitherto without remonstrance. I am also clearly of opinion that, in order to create the relation of consignee of a particular estate, it is not necessary that the merchant should furnish all the supplies or receive all the consignments, and the case of *Simond* v. *Hibbert*, 1 R. & M. 719, appears to me a full authority upon this point, and the usage, I believe, is in conformity with that case. The dealings between the parties must in every instance be open to inquiry, and whilst a consignee cannot be allowed to prejudice the inheritance by payments made for the benefit of the mortgagor or tenant for life, he must at the same time be protected in regard to all outlay made, so far as it can be made under his control, for the benefit of the estate. If therefore the claim of Mr. Chambers depended solely upon either of the points to which I have adverted, I should allow the claim; but there is an objection which appears to me fatal to it, and which, I regret to say, the very able argument addressed to me by Mr. Archibald Smith has not removed from my mind. Whatever may be the ordinary rights of a merchant as consignee, I cannot for a moment doubt that those rights may be released, postponed, or varied by agreement with the person acting as the owner of the estate, and that if that agreement be reduced into writing, both parties must be bound by the legal construction of the written agreement, and the more particularly when it assumes the form of a deed under seal.

In consequence of the importance of every question bearing upon the rights of consignees to all parties interested in the West Indies, and the length, zeal, and ability with which the point has been argued before me, I have deemed it necessary to state the grounds on which I adhere to the principles established by the decisions of my learned predecessor, otherwise I should have confined my observations to the construction of the indenture of March, 1860. I consider that all the rights of Mr. Chambers in relation to the estates in question before us, whether as consignee or otherwise, must be governed by the provisions of that deed, and that, according to its true construction, his rights are taken and made subject to the prior title and interest of the mortgagees. The deed distinctly states that those particular estates were subject to the mortgages, and the grantors professed to grant and must be held to have granted only according to their interest as mentioned in the deed, which I understand to mean—and which I think ought to be understood to mean—as affected by the mortgagees; and the rights of the mortgagees, and the actual agreement so far as it affected the estates now in question, only related to the annual consignment of two-third parts of their produce, and such consignment was only to continue until possession should be taken by the mortgagees, and was therefore made determinable by their Act. Upon these provisions of the indentures, my opinion is that I cannot hold Mr. Chambers entitled to the priority which he claims over the mortgagees, and I think that the debt due to him must be placed in the schedule after the debt due to the mortgagees. According to that which I deem to be the true construction of the deed, Mr. Chambers' own agreement was to take subject to the prior rights of the mortgagees, and I cannot relieve him from the effect of that agreement. It also appears to me that the provisions as to the mode of dealing with the monies to arise from the sale of the consignments, and the absolute discretion given to Mr. Chambers in furnishing the supplies, as well as his agreement to postpone the payment of the debt, such debt, for the purpose of the argument before me, being considered a debt due to him as consignee, are not consistent with the maintenance of the ordinary rights of a consignee as against the estate itself. I, however, do not enlarge upon these points, as I think Mr. Chambers took all his rights in regard to the estates in question, subject to the prior title of the mortgagees. The Registration Acts, of force in the Island of Tobago, would also, I think, throw great obstacles in the way of the claim to priority insisted upon by Mr. Chambers, whatever may be the true construction of the indenture of March, 1860, but, as I decide the case upon the provisions of that indenture, it is unnecessary for me to enter fully into the consideration of the Registration Acts. I disallow Mr. Chambers's claim to priority, and direct that the amount due to the petitioners as mortgagees be placed before the amount due to him; but as it appears to me that Mr. Chambers had reasonable grounds for making the claim, I disallow it without costs.

Solicitors, *Kingsford & Dorman; Boys & Tweedie.*

MIDDLESEX SESSIONS.

Sept. 5.—*A scene in court—The conduct of the police.*—Thomas Seale, 19, John Kadrick, 18, Henry Williams, 15, and John Williams, 19, were indicted for stealing a gold watch, value £25, the property of George Blake Hickson, from his person. There was a second indictment against Seale, Kadrick, and Henry Williams for attempting to steal a watch from the person of a man whose name is unknown. There was a third indictment against John Williams for stealing a gold watch, value £10, the property of Elijah Dodd, from his person.

Mr. *Cooper* prosecuted; Mr. *Pater* appeared for Seale; Mr. *Warton* for Kadrick; Mr. *Montague Williams* for Henry Williams; and Mr. *E. T. Smith* for John Williams.

Mr. *Cooper* having opened the case,

Mr. George Blake Hickson was called and gave evidence in support of the charge against the prisoners. Other witnesses were called, and

Mr. *Pater* having addressed the jury on behalf of the prisoner Seale, he was followed by Mr. *Warton* on the part of Kadrick, and in the course of his observations he said that the police were exercising a most unconstitutional power—a power which was rapidly growing up, and this country was threatened with becoming one of the most police-ridden countries in the world. He commented on the fact that a certain police-serjeant was not called on the part of the prosecution, and said significantly that they might see men in that court with stripes upon their arms who only a few years ago were in the lowest class of policemen. But (said the learned counsel) how did they obtain those stripes? Why, by getting a number of convictions, and those convictions were obtained by employing little boys to get up cases, and to give evidence in their favour.

The Deputy Assistant-Judge interposed, and said indignantly: I must say, sir, that you have no right to make

these wholesale charges, or hurl anathemas indiscriminately on a most respectable body of men. You have no right whatever to say that they are in the habit of employing persons to get up evidence, or to infer that they suborn them to commit perjury; for, if they did so, they would be the greatest miscreants that ever disgraced society. You have no right, I say, to hurl your anethemas in this way; for, if they were true, this country would then be the most degraded the world has ever seen. (Suppressed applause in court).

Mr. *Warton*.—It is well known.

The DEPUTY ASSISTANT-JUDGE.—I say it is not true, and it is not well known.

Mr. *Warton* said a case occurred only a short time ago, and, after a few other observations, he said there was a growing despotism, which was headed by Sir Richard Mayne, who of his own will set aside Acts of Parliament; and, as these acts had been seen by the county members, he hoped they would be seen and made known by the whole of the legal profession.

Mr. *Williams* and Mr. *E. T. Smith* also addressed the jury.

The DEPUTY ASSISTANT-JUDGE summed-up the evidence.

The jury returned a verdict of guilty against Seale, Kadrick, and John Williams; Henry Williams not guilty.

GENERAL CORRESPONDENCE.

BELCHER *v.* BELCHER.

Sir,—The case of *Belcher* v. *Belcher* is really one which calls for attention by the profession. Who is to know the law now-a-days? What with Acts and cases we get pretty well overbalanced, and this is a matter of common observation amongst lawyers. So difficult is it to advise in some cases, that clients observe this, and begin to feel that we are comparatively useless. Allowance, no doubt, must be made for the increasing complications of society, and other difficulties which consequently arise. This is not overlooked.

Is a "race for a decree" defensible? This seems to be the question at issue. In some cases it must be so, and this is a point worthy of consideration by the judges. At the same time, administration suits are becoming too numerous, and small estates are too frequently wasted in expenses. This is to some extent traceable to want of judgment in young solicitors, who advise suits to settle trifling questions. It may be mentioned that solicitors of experience seldom do this, and I have often been struck at the honour exhibited in this respect. Then, again, suits of this character are liked in the Judges' Chambers, as they make a show of work, but give little trouble. This is a fact.

Some *general rule*, sir, is unquestionably wanted by the profession. The decision of Vice-Chancellor Kindersley cannot, as I agree with you, be regarded as an authority. What is most objectionable, and to be guarded against, is suits by executors and trustees. These suits frequently put the beneficiaries in an unfair position as to the accounts, and objections are not favourably regarded in the Judges' Chambers. At present all I shall do is to throw out a few hints, as not improbably I may privately give the Lord Chancellor some suggestions. What is becoming a nuisance is to be told by the assistant judges—"My practice" is not so; since the practitioners cannot safely advise amidst such uncertainties. It is clear that Vice-Chancellor Kindersley was endeavouring to counteract what his Honour considered an abuse of the old practice; and so far well. At the same time, what is wanted is a general order applicable to this class of cases, and this is beset with many difficulties. Respectable solicitors wish to live above suspicion as to the litigation they may advise; and this should be known. The bar is by no means free from blame as to the paltry suits now too frequently instituted in administering estates. This I regret to say. J. CULVERHOUSE.

Aug. 29.

THE PRELIMINARY EXAMINATION.

Sir,—Referring to a letter in your edition of the 2nd inst., under the head of "Common-Clerk-Solicitors," signed by "G.," you will perhaps allow a clerk who has passed the "Preliminary Examination" to correct an erroneous impression likely to arise from the perusal of the concluding part of your editorial remarks. You say "The subjects selected are quite within the reach of any boy educated at an ordinary middle-class school, or even at one of our national schools." This paragraph, appearing as it does in a paper of so extensive a circulation in the profession as *The Solicitors' Journal*, is calculculated to mislead those candidates who are preparing or those who intend to prepare for the examination in question. For were they to fix it as the standard of their studies, they would assuredly fail. So far, indeed, from its being within the reach of the class you name, I have no hesitation in saying that its requirements are absolutely and entirely out of the reach of even the *certificated masters* of our national schools. This may seem, at first sight, a strange assertion, but it is none the less true. In proof of this statement it is only necessary to remember that the "preliminary examination" embraces a thorough acquaintance with the grammar, and a facility in the translation of a classical language, while nothing further is required from the certificated masters of our national schools than a thorough English education, which, too, is also required for the preliminary candidates. In further corroboration, it should be borne in mind that out of about 400 candidates last year, who were composed in the main of the sons of gentlemen educated at our public schools, and many of them possessing the advantage of private tutors, no less than *fifteen per cent. failed!* How otherwise can such a wholesale failure—a percentage far exceeding that at either the intermediate or final examinations for the corresponding period—how otherwise, I repeat, can it be accounted for than by the difficulty of the subjects, and the stringency of the examiners' questions? In fact I had carefully studied the questions at the recent Oxford Local Middle-class Examination, but none could I find so *tough* as those placed before the preliminary candidates in May last. Of course I use the words "within the reach" in their ordinary acceptation, for, in their broader sense, it may be said that the principal's chair at any of our universities or colleges is "within the reach" of the meanest national school-boy, as "*forti et perseveranti nihil difficile.*" H. W.

Sept. 5.

Sir,—In a letter signed "G.," in your last impression, written by a gentleman, respectable from his being the representative of a most worthy class of men, but whose terror of the great bugbear examination is somewhat ludicrous, a statement is made that there has lately been in the columns of the *Times* an advertisement from "A Solicitor, M.A., and LL.D., of Oxford." I have no reason to suppose that this statement is incorrect on the part of "G.," but the fact that no such degree as LL.D. has ever existed in the University of Oxford makes it improbable that the insertor of the advertisement is an Oxford man. Q.

APPOINTMENTS.

MR. THOMAS CHISHOLM ANSTEY has been appointed to an acting judgeship in the High Court during the absence of Sir Joseph Arnould.

The Lord Chancellor has appointed Mr. OWEN DAVIES HUGHES, Solicitor, Corwen, a commissioner to administer oaths in chancery, in England.

OBITUARY.

CHIEF JUSTICE ADAMS.

William Henry Adams, Esq., Chief Justice of Hong Kong, died at his son's residence, Plas Llyssyn, Carno, Montgomeryshire. He was born in the year 1809, and was the son of the late Mr. Thomas Adams, of Normancross, Huntingdonshire. While still a boy he entered a printing-office as a compositor. He employed his leisure hours in so profitable a manner as enabled him to read for the bar, and was called as a member of the Middle Temple in 1843. For some years he was an auditor of poor-law accounts, and entered Parliament as M.P. for Boston in 1857, and retained his seat until he obtained the Attorney-Generalship of Hong Kong in 1859. He had received the appointment of Recorder for Derby in the previous year.

MR. FOX.

We regret to have to announce the death of Mr. Fox, the head clerk in the same division in the Chambers of the Master of the Rolls as that to which Mr. Hume, the recently-appointed taxing-master, belonged.

SERIOUS CHARGE AGAINST A SOLICITOR.—Mr. John King Watts appeared in discharge of his bail, on Thursday, before the Huntingdon bench of magistrates to answer a charge of having, in the month of January, 1863, at St. Ives, fraudulently induced Mrs. Susannah Harris to execute a mortgage on an estate at Ramsey, under the pretence that the document so executed was her will. The mortgage thus obtained was subsequently transferred by the prisoner to a gentleman in London for value. The case lasted for a considerable time, and the bench committed the prisoner for trial at the assizes, but they would take the same bail as before, the prisoner in £600 and two sureties of £300 each. One of Mr. Watts' bail declined to renew the same, and it was arranged that forty-eight hours' notice should be given. The prisoner, who said he was taken by surprise by such retirement, was then removed in custody. Mr. Cockerell, of the Norfolk circuit, instructed by Mr. F. R. Coote, of St. Ives, appeared for the plaintiff; and Mr. Naylor, also of the Norfolk Circuit, instructed by Messrs. W. & W. H. Remolls, of Lincoln's-inn-fields, for the defendant.

THE STOCK EXCHANGE AND THE PUBLIC.—The annexed, which appeared in the *Times* of September 6th, relates to the question of the relations between the Stock-Exchange and the public:—

"28, Threadneedle-street, Sept. 5.

"Sir,—In your 'City Article' to-day you give a letter to which you attach great importance, beginning with this dogmatical assertion:—'The laws of our country say that every buyer and seller shall fulfil his engagements.' But an important qualification should be added, that where there has been fraud or concealment the Court of Chancery will cancel the engagement.

"Yours truly, "T. HUGHES."

The writer of the above (observes the writer of the "Money Article") seems under some misapprehension. It is no qualification of the law regarding the fulfilment of contracts that they can be set aside on proof of fraud or concealment. It is in the fact that such a power is now available in every case, by prompt and comparatively inexpensive action through the Court of Chancery, that the strongest condemnation is furnished of the attempt of the Stock-Exchange Committee to play the part of Star Chamber judges on their own behalf.

SIR BARNES PEACOCK, Chief Justice, Calcutta, is now satisfactorily recovering from his late serious illness, but it is feared that he will have to leave India.

POSTAGE OF PUBLIC DEPARTMENTS.—Last year, as appears from a blue book, the charge for postage of public departments amounted to £136,300.

ESTATE EXCHANGE REPORT.

AT THE GUILDHALL HOTEL.

Aug. 31.—By Messrs. BEADEL.

Copyhold hotel, known as The Swan, High-street, Stratford—Sold for £5,000.

Copyhold farm, known as Hunt's Hill, in the parish of Orsett, Essex, comprising dwelling-house, buildings, and about 39 acres of arable and pasture land—Sold for £1,440.

Sept. 4.—By Mr. WHITTINGHAM.

Freehold building land, situate on the new road leading from Haydon's-lane, Merton, Surrey—Sold from £28 to £47 per plot.

Freehold, 36 plots of building land, situate in Strafford-road, Acton, Middlesex—Sold from £80 to £172 per plot.

AT GARRAWAY'S.

Aug 31.—By Mr. BRIANT.

Copyhold, 2 houses, being Nos. 30 and 32, Kennington-park-road, producing £90 per annum—Sold for £1,505.

Freehold building land, fronting Freeland's and Park-roads, Bromley, Kent—Sold from £150 to £280 per plot.

Sept. 4.—By Messrs. T. & A. MELLERSH.

Freehold, 4 houses, 3 with shops, being Nos. 13, 14, 15, and 16, The Pavement, Clapham, Surrey, producing £118 5s. 4d. per annum—Sold for £2,940.

Sept. 5.—By Messrs. PRICE & CLARK.

Three policies of assurance effected with the Queen Insurance Company, amounting to £5,000, two policies of £1,000 each in the Whittington Life, and three policies, amounting to £1,500, in the Lancashire Insurance Company, all on the life of a gentleman aged thirty-three years—Sold for £835.

304 £10 shares in the Aërated Bread Company (Limited)—Sold from £5 to £5 7s. 6d. per share.

Sept. 7.—By Messrs. HARDS & VAUGHAN.

Freehold building land, fronting Park-road and Nightingale-grove, Hither-green, Lewisham—Sold from £45 to £185 per plot.

Three £100 shares in the Southwark and Vauxhall Water Works Company—Sold for £125 10s. per share.

Ten £25 shares in the above—Sold for £31 per share.

Eight £100 preference shares in the above—Sold from £103 19s. to £104 per share.

AT THE LONDON TAVERN.

Sept. 7.—By Messrs. EDWIN SMITH & Co.

Leasehold, two residences, being Nos. 36 and 37, Abbey-gardens, Abbey-road, St. John's-wood, producing £95 per annum; term, 80 years from 1859; ground-rent, £8 per annum each—Sold for £1,000.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

GARRET—On Sept. 1, at Hull, the wife of Richard Eydon Garret, Esq., Solicitor, of a son.

JONES—On Sept. 1, at Brighton, the wife of W. S. Jones, Esq., Barrister-at-Law, of Leinster-gardens, Hyde-park, of a son.

MARRIAGES.

CHANNELL—WYNDHAM—On Sept. 5, at the Parish Church, Iwerne Minster, Dorset, Arthur Moseley Channell, Esq., M.A., of Trinity College, Cambridge, and of the Inner Temple, Barrister-at-Law, only son of the Hon. Sir William Fry Channell, one of the Barons of the Court of Exchequer, to Beatrice Earnestine, daughter of Alexander Wadham Wyndham, Esq., of West Lodge, Blandford, Dorset.

COMYN—BOURKE—On Sept. 4, at Marlborough-street Church, Dublin, Francis Lorenzo Comyn, Esq., J.P., eldest son of Francis Comyn, Esq., J.P., of Woodstock, county Galway, to Cecilia Gertrude, only child of Walter Bourke, Esq., Q.C., of Carrow Keel, county Mayo.

CRUMP—WOODWARD—On Sept. 5, at St. James's, Piccadilly, F. Octavius Crump, Esq., of the Middle Temple, to Isabel Teresa, youngest daughter of the Rev. Charles Woodward, B.C.L.

FREELAND—ROUND—On Sept. 6, at Great Bealings, Suffolk, Anthony Wood Freeland, Esq., of Lincoln's-inn, Barrister-at-Law, to Emily, only daughter of the late Rev. Joseph Green Round, rector of Woodham Mortimer, Essex.

HARRISON—WILKINSON—On Aug. 31, at St. Cuthbert's, Wells, Somersetshire, William George Harrison, Esq., of the Inner Temple, to Caroline Mary, youngest daughter of the late William Ayscough Wilkinson, Esq.

HARVEY—WHITTALL—On Aug. 19, at the British Consulate, Smyrna, Hingston Harvey, Esq., of Constantinople, Solicitor, to Helene Percy, eldest daughter of the late Charlton Whittall, jun., Esq., of Bournabat, Smyrna.

SMITH—WILLIS—On Sept 2, at St. Matthew's, Brixton, Henry J. Smith, Esq., of Watling-street, Solicitor, son of the late Gilbertson Smith, Esq., of Kirton-in-Lindsey, to Mary Augusta, second daughter of the late William Willis, Esq., of Brixton.

WOOD—ARCHER—On Sept. 5, at St. Nicholas', Great Yarmouth, Charles Wood, Esq., of Bucharest, Civil Engineer, youngest son of Richard Rudland Wood, Esq., of Bramford, Ipswich, to Mary Alice, eldest daughter of Edward Peter Archer, Esq., Solicitor, Stowmarket.

DEATHS.

COOPER—On May 4, Stafford Moore Cooper, Esq., of Old Cavendish-street, Solicitor, aged 55.

PORTER—On Sept. 2, Caroline Mary, the infant daughter of Richard Porter, Esq., Solicitor, Ipswich.

SMYTHIES—On Sept. 3, at St. Luke's-road, Kezia, wife of J. K. Smythies, Esq., Barrister-at-Law, of the Inner Temple.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

TUESDAY, Sept. 5, 1865.

LIMITED IN CHANCERY.

Beariz Tin Streaming Company (Limited).—Vice-Chancellor Wood has fixed Oct 30 at 1.30, at his chambers, for the appointment of an official liquidator.

Friendly Societies Dissolved.

FRIDAY, Sept. 1, 1865.

Old Meeting Brotherly Friendly Society, Old Meeting Schoolroom, Mansfield, Nottingham. Aug 26.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Sept 1, 1865.

Skingley, Saml, Little Coggeshall, Essex, Brewer. Oct 10. Gray *v* Skingley, V. C. Stuart.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Sept. 1, 1865.

Badcock, John, Smith-st, Chelsea, Valuer. Oct 1. Badcock, Chelsea.

Blatherwick, Wm, Lowdham, Nottingham, Farmer. Oct 24. Buthin.

Chance, Phebe, Edgbaston, Widow, nr Birm. Dec 1. Watkins & Co, Sackville-st.

Clare, Mary Jane, Leamington, Warwick, Widow. Dec 1. Deakin & Dent, Wolverhampton.

Emberick, Wm, Raymond-buildings, Gray's-inn, Esq. Oct 13. Tathams & Co, Frederick's-pl, Old Jewry.

Grant, Thos, Vine-st, Lambeth, Cork Cutter. Oct 1. Cattarns & Jehu, Mark-lane.

Haynes, Saml, Egham, Surrey, Grocer. Oct 5. Hammond, Furnival's-inn.

Howard, Thos, Oxton, Chester, Brewer. Nov 1. Martin, Lpool.

Loder, John, Woodbridge, Suffolk, Printer. Sept 22.

Mayne, Eliz, Somerset-st, Portman-sq, Widow. Nov 20. Boys & Tweedies, Ely-pl.

Poll, Jeremiah, Wymondham, Norfolk, Farmer. Oct 20. Mitchell & Clarke, Wymondham.

Rigby, Robt, Preston, Lancaster, Gent. Sept 30. Catteroll, Preston.

Sewell, Isaac, Wanstead, Essex, Esq. Oct 2. Sewell & Co, Gresham-house.

Shorter, John, Chigwell, Essex, Gent. Oct 7. Tanqueray-Willaume & Hanbury, New Broad-st.
Trevelyan, Raleigh, Netherwitton, Northumberland, Esq. Oct 4. Bell & Co, Lincoln's-inn-fields.
Williams, Robt Hy, New Cavendish-st, Portland-pl, Esq. Oct 20. Cotterill & Sons, Throgmorton-st.
Woods, Hannah Binney, Chesterfield, Derby. Oct 14. Binney, Manch.

TUESDAY, Sept. 5, 1865.

Crosse, Hy Geo Godsalve, Rainham, Essex. Nov 1. Bennett & Co, New-sq, Lincoln's-inn.
Darcey, Rev John, Marton, Chester, Clerk. Sept 30. Knight & Udall, Newcastle, Staffordshire.
King Catherine, Margate, Kent, Spinster. Oct 1. Mackeson & Goldring, Lincoln's-inn-fields, agents for Isaacson, Margate.
Taylor, Chas, Stockport, Chester, Farmer. Oct 6. Smith, Stockport.

Assignments for Benefit of Creditors.

FRIDAY, Sept. 1, 1865.

Robinson, Joseph, London-rd, Southwark, Paper Hanging Dealer. Aug 18. Harrison & Lewis, Old Jewry.

TUESDAY, Sept. 5, 1865.

Paxton, Alfred, Potsgrove, Bedford, Farmer. Aug 11. Green, Woburn.
Smith, Hy, Norwich, Boot and Shoe Manufacturer. Aug 12. Tillett & Son, Norwich.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Sept. 1, 1865.

Abell, Jas, Ilkeston, Derby, Chemist and Druggist. Aug 17. Asst. Reg Sept 1.
Baldwin, Joseph Dyer, Waterloo-rd, Lambeth, Draper. Aug 26. Comp. Reg Aug 29.
Barlow, John, Fakenham, Norfolk, Grocer. Aug 7. Conv. Reg Sept 1.
Barlow, Martha, Radcliffe, Lancaster, Shopkeeper. Aug 3. Conv. Reg Aug 29.
Barron, Geo, Manch, Grocer. Aug 3. Conv. Reg Aug 31.
Brown, Fredk Vincent, Ecclesfield, York, Steel Manufacturer. Aug 22. Comp. Reg Aug 30.
Cavit, Ebenezer, Northampton, Ironmonger. Aug 25. Comp. Reg Aug 29.
Clark, Robt, Leeds, York, Tobacco Manuf cturer. Aug 19. Asst. Reg Sept 1.
Clarke, Isaac, Denbigh, Printer. Aug 10. Comp. Reg Aug 30.
Climpson, Reuben, Eastbourne, Sussex, Builder. Aug 5. Conv. Reg Aug 30.
Cumes, Wm, Dawlish, Devon, Butcher. Aug 8. Asst. Reg Aug 30.
Day, Wm, Burton-Latimer, Northampton, Carpenter. Aug 21. Conv. Reg Aug 31.
Etheredge, Agnes, East-lane, Bermondsey, out of business. July 24. Comp. Reg Aug 30.
Francis, Joseph, Edgware-rd, Corn and Coal Merchant. Aug 7. Asst. Reg Aug 30.
Green, Wm Chas, & Fredk Sheddon Stansby, Poultry, Auctioneers. Aug 3. Asst. Reg Aug 30.
Gregory, Enos, Shipley, Derby, Contractor. Aug 25. Conv. Reg Sept 1.
Hanson, Wm, Leeds, York, Publican. Aug 22. Asst. Reg Sept 1.
Hargreaves, Wm, Southport, Lancaster, out of business. Aug 16. Comp. Reg Aug 31.
Harris, Joseph Croshaw, Lpool, Brewer's Clerk. Aug. 5. Comp. Reg Aug 31.
Harrison, Jas, Goldsmith-row, Hackney-road, Baker. Aug 16. Comp. Reg Aug 30.
Hartley, Hy, & Benj Brown, Wigan, Brass Founders. Aug 26. Comp. Reg Sept 1.
Holland, Alex, Halifax, York, Woollen Draper. Aug 30. Comp. Reg Sept 1.
Laing, Robt Hall, Birkenhead, Chester, Estate Agent. Aug 26. Comp. Reg Aug 30.
Lobeck, Carl, & Gustav Possart, Swansea, Glamorgan, Ship Chandlers. Aug 5. Asst. Reg Aug 31.
Mappin, Walter Sandell, Birm, Surgical Instrument Manufacturer. Aug 11. Conv. Reg Aug 29.
Mee, Hy, Chesterfield, Derby, Watchmaker. Aug 21. Comp. Reg Aug 29.
Newman, Chas Sherwood, Sherborne, Dorset, Engineer. Aug 16. Asst. Reg Aug 31.
Ottaway, Jas Philip, Brighton, Milliner. Aug 5. Asst. Reg Aug 30.
Ouston, Richd, Kingston-upon-Hull, Comm Agent. Aug 5. Comp. Reg Sept 1.
Powell, Jas, Ramsgate, Kent. Aug 29. Comp. Reg Sept 1.
Poynter, Jas Hare, Westbourne-grove, Middx, Milliner. Aug 17. Comp. Reg Sept 1.
Purdy, Wm, sen, Sheriff Hutton, York, Draper. Aug 8. Asst. Reg Aug 30.
Reed, Matthew, & David Duncan Herring, Durham, Timber Merchants. Comp. Reg Aug 29.
Riley, John, Halifax, York, Manufacturer of Wood Moldings. Aug 5. Comp. Reg Aug 29.
Rock, Wm Fredk, Walbrook, London, Wholesale Stationer. Aug 26. Comp. Reg Aug 30.
Sanders, John, Maldon, Essex, Victualler. Aug 12. Conv. Reg Aug 31.
Snapper, Michael, Spitalfields, Slipper Manufacturer. Aug 23. Comp. Reg Sept 1.
Spain, Saml, Ramsgate, Kent, Stationer. Aug 3. Asst.
Theaker, Thos, Hagley Farm, Hopton Castle, Chester, Accountant Clerk. Aug 8. Asst. Reg Aug 30.
Turner, Wm, Sheffield, Tinner. Aug 2. Comp. Reg Aug 28.
Walker, John, King's-cross, Middx, Coal Merchant. Aug 3. Conv. Reg Aug 31.
Wolf, Chas, Merchant-rd, Bow, Merchant. Aug 2. Asst. Reg Aug 30.
Williams, Jas, Manch, Chair Manufacturer. Aug 1. Asst. Reg Aug 29.
York, Thos Rowland, Costham Conyers, Longnewton, Durham, Farmer. Aug 2. Conv. Reg Aug 30.

TUESDAY, Sept. 5, 1865.

Barton, Stephen, Folkestone, Kent, Coach Builder. Aug 9. Asst. Reg Sept 5.
Corbett, John, & Geo Corbett, Shotteswell, Warwick, Cattle Dealers. Aug 9. Comp. Reg Aug 4.
Cotton, Sidney, Huddersfield, York, Manufacturing Chemist. Aug 9. Asst. Reg Sept 2.
Crook, Chas, Whiteparish, Wilts, Bootmaker. Aug 12. Comp. Reg Sept 1.
Dow, John Alfred Richd, Mile-end-rd, Tobacconist. Aug 8. Comp. Reg Sept 2.
Easlick, Joseph Hy, Plymouth, Devon, Draper. Aug 15. Conv. Reg Sept 1.
Ebbs, Saml, Luton, Bedford, Straw Plait Dealer. Aug 7. Comp. Reg Sept 2.
Faulconbridge, Joseph, Birm, Letter-press Printer. Sept 1. Comp. Reg Sept 5.
Fletcher, Chas, Leicester, Manufacturer of Hosiery. Aug 22. Comp. Reg Sept 1.
Gent, John, Penarth, Glamorgan, Grocer. Aug 17. Asst. Reg Sept 5.
Goodwin, Horatio, Gray's-inn-rd, Oilman. Aug 9. Comp. Reg Sept 4.
Gowar, Jas Hicks, Stratford, Essex, Coach Builder. Aug 1. Comp. Reg Sept 1.
Leah, Herbert, Birm. Aug 21. Conv. Reg Sept 2.
Levene, Morris, Middlesex-st, Aldgate, Hosier. Aug 29. Comp. Reg Sept 5.
McInroy, Wm, & Hy Wm Craik, Lpool, Merchants. Aug 22. Asst. Reg Sept 4.
Miles, John, Brentford End, Middx, Coal Merchant. Aug 31. Comp. Reg Sept 4.
Mitcalfe, Stephen Wright, Philpot-lane, Wine Merchant. Aug 7. Conv. Reg Sept 2.
Morros, Abraham, Devonport, Devon, Outfitter. Aug 25. Comp. Reg Sept 1.
Norris Jas, Reading, Berks, Builder. Aug 5. Asst. Reg Sept 2.
Perrin, Goolden, & Richd Goolden Perrin, Fenchurch-st, Ship Owners. Aug 7. Conv. Reg Sept 4.
Preedy, Hy Wilson, Queen's-cres, Haverstock-hill, Merchant's Clerk. Aug 2. Comp. Reg Sept 1.
Renninger, Chas, Basinghall-st, Importer of Foreign Goods. Aug 3. Comp. Reg Aug 31.
Shankland, Robt, Lpool, Draper. Aug 25. Cov. Reg Sept 4.
Smalley, Richd Hy, Blackburn, Lancaster, Watchmaker. Aug 3. Conv. Reg Aug 31.
Smart, Geo, Cardiff, Glamorgan, Merchant. Aug 7. Conv. Reg Sept 2.
Smith, Hy, Norwich, Boot and Shoe Manufacturer. Aug 12. Asst. Reg Sept 1.
Tagg, Thos, Heeley, York, Miller. Aug 11. Conv. Reg Sept 4.
Taylor, Benj, Wood-st, Brace Manufacturer. Aug 7. Conv. Reg Sept 2.
Taylor, Wm, St John-st, Clerkenwell, Oil and Colourman. Aug 5. Comp. Reg Sept 1.
Townsend, Thos, Westerham, Kent, Corn Chandler. Aug 24. Asst. Reg Sept 5.
Trevor, Tudor, Bloomfield-ter, Pimlico, Gent. Aug 15. Comp. Reg Aug 31.
Watts, John, Shoe-lane, Printer. Aug. Comp. Reg Sept 4.
Wilson, Wm John, & Alfred Maurice Wilson, Hill Top, West Bromwich, Stafford, Coach Spring Manufacturers. Aug 15. Comp. Reg Sept 1.

Bankrupts.

FRIDAY, Sept. 1, 1865.

To Surrender in London.

Austen, Wm Thos, Wardour-st, Oxford-st, Cabinet Maker. Pet Aug 29. Sept 13 at 12. Beard, Basinghall-st.
Beall, Chas, Maidenhead, Berks, Ironmonger. Pet Aug 4. Sept 12 at 11. Lawrance & Co, Old Jewry-chambers.
Bromly, John Barrett, Ipswich, Suffolk, Innkeeper. Pet Aug 18. Sept 12 at 12. Aldridge & Co, Gray's-inn.
Brown, Thos, jun, Houghton, Hants, Horse Trainer. Pet Aug 28. Sept 15 at 12. Seaman, Russell-sq.
Cattaneo, Vincent, Prisoner for Debt, London. Pet Aug 25. Sept 13 at 1. Lefroy, Adelphi.
Chilvers, Wm, Teddington, Middx, Tailor. Pet Aug 30. Sept 13 at 12. Marshall, Lincoln's inn-fields.
Clarke, Wm, Prisoner for Debt, London. Pet Aug 30. Sept 13 at 1. Drew, New Basinghall-st.
Collins, Chas, Exeter-pl, Fulham-rd, Zinc Worker. Pet Aug 30. Sept 13 at 1. Marshall, Lincoln's-inn-fields.
Cox, Hy, Forest-gate, Essex, Comm Agent. Pet Aug 30. Sept 13 at 11. Daniell, Carey-st.
Cross, Richd, Yaxley, Huntingdonshire, Agent. Pet Aug 28. Sept 13 at 12. Lewis & Lewis, Ely-pl, Holborn.
Garthwaite, Chas Hy, Chatham, Kent, Hair Dresser. Pet Aug 24. Sept 12 at 12. Satchell, Cheapside.
Ginger, Geo, New Barnet, Hertford, Builder. Pet Aug 26. Sept 12 at 1. Earle, Bedford-row.
Groom, Thos, Pimlico, Cab Proprietor. Pet Aug 26. Sept 12 at 1. Dobie, Guildhall-chambers.
Jameson, Geo Hy, Prisoner for Debt, London. Pet Aug 30. Sept 13 at 1. Feverley, Coleman-st.
Jarvis, Roger, Beaumont-st, Marylebone, Carpenter. Pet Aug 28. Sept 13 at 12. Hodgson, Salisbury-st, Strand.
Jobbins Wm Fredk, Love-walk, Denmark-hill, Surrey, Export Oilman. Pet Aug 16. Sept 13 at 1. Ashurst & Morris, Old Jewry.
McCrea, Osborn Leith, Notting-hill, Middx, out of employment. Pet Aug 26. Sept 12 at 1. Olive, Lincoln's-inn-fields.
Miller, Frank Edwin, Essex-rd, Islington, Mercantile Clerk. Pet Aug 26. Sept 12 at 1. Lawrence & Co, Old Jewry.
Nelson, Geo, Bayswater, House Decorator. Pet Aug 24. Sept 12 at 11. Miles, Coleman-st.
Pawley, Wm, Bromley, Kent, Farmer. Pet Aug 30. Sept 13 at 12. Lawrence & Co, Old Jewry-chambers.
Peskett, Wm, Lambeth-rd, Butcher. Pet Aug 26. Sept 12 at 1. Ablett, Basinghall-st.

Purser, Geo, Leighton Buzzard, Bedford, Plumber. Pet Aug 28. Sept 13 at 12. Preston, Basinghall-st

Ralph, Jacob, Greenwich, Kent, Fishmonger. Pet Aug 26. Sept 13 at 11. Beard, Basinghall-st.

Robinson, Christmas Burn, Crawford-st, Middx, Upholsterer. Pet Aug 22. Sept 13 at 1. Hindle , Old Jewry-chambers.

Russell, Thos Wm, Holloway, out of business. Pet Aug 29. Sept 13 at 12. Steadman, Coleman-st.

Sayer, Augustine John, Prisoner for Debt, London. Pet Aug 29 (for pau). Sept 13 at 12. Edwards, Bush-lane.

Thuriand, John, Highbury-vale, Commercial Traveller. Pet Aug 26. Sept 12 at 1. Davies, Harp-lane, Gt Tower-st.

Villiers, Edmd, Frith-st, Soho, Wholesale Jeweller. Pet Aug 26. Sept 12 at 1. May, Dean-st, Soho.

To Surrender in the Country.

Almond, Joseph, Hallaton, Leicester, Saddler. Pet Aug 26. Uppingham. Sept 7 at 3. Pateman, Uppingham.

Appleby, Thos Dawkins, Leeds, Cheese Factor. Pet Aug 21. Leeds, Sept 18 at 11. Clarke, Leeds.

Berkins, Wm, Bingham, Nottingham, out of business. Pet Aug 26. Bingham. Oct 20 at 12. Buttery, Bingham.

Bradford, Julius Cæsar, Birm, Baker. Pet Aug 30. Birm, Oct 6 at 12. Parry, Birm.

Call, Wm, & Thos Call, Bradford, York, Engineers. Pet Aug 28. Leeds, Sept 11 at 11. Bond & Barwick, Leeds.

Cooper, John, Nuneaton, Warwick, out of business. Pet Aug 26. Nuneaton. Sept 21 at 11. Creddock, Nuneaton.

Counsell, Saml, Blackburn, Lancaster, Builder. Pet Aug 30. Manch, Sept 20 at 11. Boote & Rylance, Manch.

Crampton, Philip Hy, Weston-super-Mare, Somerset, no business. Pet Aug 30. Bristol, Sept 13 at 11. Bevan, Bristol.

Evans, John, Rhyl, Flint, Builder. Pet Aug 26. Lpool, Sept 12 at 12. Evans & Co, Lpool.

Ferris, Hy Wm, Tiverton, Devon, Butcher. Pet Aug 28. Exeter, Sept 12 at 11.30. Floud, Exeter.

Garrington, John, Darlington, Stafford, Saddler. Pet Aug 28. Birm, Sept 11 at 12. Glover, Birm.

Gill, Chas, Rotherham, York, Beerhouse Keeper. Pet Aug 25. Rotherham, Sept 14 at 12. Hirst, Rotherham.

Hulse, Chas, Manch, Grocer. Pet Aug 30. Manch, Sept 25 at 11. Leigh, Manch.

Ingle, Wm Machin, Belper, Derby, Attorney. Pet Aug 29. Nottingham, Sept 26 at 11. Leech, Derby.

Jago, Jas, Liskeard, Cornwall, Accountant. Pet Aug 25. Exeter, Sept 12 at 11. Caunter, Liskeard, and Floud, Exeter.

Jones, Foulk, Llanddeiniolen, Carnarvon, Grocer. Pet Aug 30. Lpool, Sept 11 at 12. Evans & Co, Lpool.

Margaschis, Maudel Saml, Birm, Jeweller. Pet Aug 30. Birm, Sept 22 at 12. Duke, Birm.

Morve, Joseph, Bulkington, Warwick, Carrier. Pet Aug 24. Nuneaton. Sept 21 at 10. Smallbone, Coventry.

Owen, Moses, Prisoner for Debt, Lpool. Adj Aug 16. Lpool, Sept 12 at 11.

Ponton, Chas, Birm, Cutter out to a Tailor. Pet Aug 29. Birm, Sept 18 at 10. East, Birm.

Quick, John, Ridgway, Devon Baker. Pet Aug 11. East Stonehouse, Sept 15 at 11. Edmonds & Son, Plymouth.

Robinson, Geo Wilkinson, Prisoner for Debt, Lpool. Pet Aug 29. Lpool, Sept 12 at 11. Harris, Lpool.

Simmons, Eliza, Bath, Lodging-house Keeper. Pet Aug 28. Bath, Sept 12 at 11. Bartrum, Bath.

Smith, David, New Fletton, Huntingdon, Innkeeper. Pet Aug 19. Peterborough. Sept 16 at 11. Deacon, Peterborough.

Snook, Jas, Bath, Chair and Sofa Maker. Pet Aug 28. Bath, Sept 12 at 11. Bartrum, Bath.

Stockwin, Edwd Geo Sheffield Photographer. Pet Aug 29. Sheffield, Oct 5 at 1 Binney & Son, Sheffield.

Taylor, Robt, Prisoner for Debt York. Adj Aug 9. Howden, Sept 14 at 12. Dyson, York.

Tendall, Wm, Hastings, Milkman. Pet Aug 29. Hastings, Sept 23 at 12. Shorter, Hastings.

Tomlinson, John, Lpool, Provision Dealer. Adj Aug 16. Lpool, Sept 12 at 11.

Tranter, Abraham, St George's, Salop, Builder. Pet Aug 2. Birm, Sept 22 at 12. Newill, Wellington.

Trimming, Geo, Alton, Hants. Adj July 18. Alton, Sept 11 at 1, White, Guildford.

Ubsdell, Eliz, Prisoner for Debt, Winchester. Adj Oct 19. Winchester, Sept 12 at 11. Goldrick, Strand.

Voak, John, Brighton, Sussex, Boot Maker. Pet Aug 26. Brighton, Sept 13 at 11. Penfold, Brighton.

Warren, Obed, Peterborough, Northampton, Dealer in Corn. Pet Aug 28. Peterborough. Sept 16 at 10. Law, Stamford.

Wilde, John, Birkenhead, Chester, Hatter. Pet Aug 29. Birkenhead. Sept 13 at 11. Moore, Birkenhead.

TUESDAY, Sept. 5, 1865.

To Surrender in London.

Abello, Juan Bautista, Coleman-st, Merchant. Pet Aug 22. Sept 19 at 12. Lewis & Lewis, Ely-pl.

Barnard, Joseph Geo, Prisoner for Debt, London. Pet Sept 1. Sept 19 at 1. Pawle & Lovesy, New-inn, Strand.

Becker, Johan Frederich Louis Carl, Caledonian-rd, Islington, Manufacturing Jeweller. Pet Aug 31. Sept 19 at 11. Abrahams, Gresham-st.

Cook, Joseph, Little Grove-st, Lisson-grove, Coach Maker. Pet Aug 31. Sept 19 at 11. Orchard, John-st, Bedford-row.

Etheredge, Wm, East-lane, Bermondsey, Lighterer. Pet Sept 1. Sept 19 at 12. Rooks, Coleman-st.

Foley, Jane Wilson, Little Pulteney-st, Golden-sq, Wardrobe Dealer. Pet Sept 2. Sept 19 at 1. Wright, Paper-buildings, Temple.

Foster, Wm, Forest-hill, Kent, Builder. Pet Sept 1. Sept 19 at 12. George & Co, Sise lane.

Hedges, Ann, & Chas Hedges, Aylesbury, Bucks, Boot and Shoe Makers. Pet Aug 31. Sept 19 at 11. Harrison & Lewis, Old Jewry, Parrott & Co, Aylesbury.

Hunt, Abraham, Hampstead, Middx, Marine Store Dealer. Pet Aug 30. Sept 15 at 11. Peverley, Coleman-st.

Lange, Chas, Banner-st, Commercial-rd East, Comm Agent. Pet Sept 2. Sept 19 at 12. Padmore, Westminster-bridge-rd.

Leo, Julius, Pancras-lane, Comm Agent. Pet Aug 30. Sept 15 at 1. Rigby, Sise-lane.

Marshall, John Wilson, Water-lane, Comm Agent. Pet Aug 31. Sept 19 at 11. Gammon & Co, Cloak-lane.

Masters, Edwd, Addle-st, out of business. Pet Sept 1. Sept 19 at 12 Digby, Lincoln's-inn-fields.

Perkins, Geo, Ashford, Kent, Earthenware Dealer Pet Sept 1. Sept 19 at 12. Duncan & Murton, Southampton-st, Bloomsbury.

Pickering, Dan John, Kennington-park-rd, Builder. Pet Aug 31. Sept 19 at 11. Pook, Gresham-st.

Symons, Hy Wallace, Bishop's Waltham, Southampton, Builder. Pet Aug 31, Sept 19 at 11. Leefe, Lincoln's inn-fields.

Whitworth, Jas, Uppingham, Rutland, Wine Merchant. Pet Aug 17. Sept 15 at 12. Field & Layton, Suffolk-lane.

Wildish, Eliz, Mount-st, Grosvenor-sq, Lace Dealer. Pet Sept 1. Sept 19 at 12. Chidley, Old Jewry.

Yeates, Daniel Fraser, Mabledon-pl, Euston-rd, out of business. Pet Sept 2. Sept 19 at 1. Wells, Moorgate-st.

To Surrender in the Country.

Allen, Wm, Aston, nr Birm, Beer Retailer. Pet Aug 21 (for pau). Warwick, Oct 6 at 12. James & Griffin, Birm.

Alford, Edwd, Kingswear, Devon, Ship Builder. Pet Sept 2. Totnes, Sept 16 at 12. Smith, Dartmouth.

Beeson, Joseph, Birm, Druggist. Pet Aug 31. Birm, Sept 20 at 12. Wright, Birm.

Broughton, Saml, Hanley, Stafford, Currier. Pet Aug 23. Birm, Sept 22 at 12. James & Griffin, Birm.

Brown, John, Newcastle-under-Lyme, Stafford, Travelling Draper. Pet Sept 2. Birm, Oct 6 at 12. Fitter, Birm.

Burnham, Jas, Christchurch, Southampton, Builder. Pet Aug 31. Christchurch, Sept 19 at 3. Sharp, Christchurch.

Chadwick, Robt, Shawclough, nr Rochdale, Lancaster, Ironfounder. Pet Aug 22. Manch, Sept 28 at 12. Slater & Barling, Manch.

Crook, Francis, Lpool, Joiner. Pet Sept 1. Lpool, Sept 27 at 3. Browne, Lpool.

Dalziel, Jas, Shrewsbury, Salop, Draper. Pet Aug 30. Birm, Oct 6 at 12. Southall & Nelson, Birm.

Denton, Fredk Saml, Darlington, Durham, Journeyman Ironmonger. Pet Aug 30. Darlington, Sept 18 at 10 Dunn, Darlington.

Duckenfield, Edwd, Northampton, Tool Maker. Pet Aug 31. Northampton, Sept 16 at 10. Sheild & White, Northampton.

Eades, Thos, Tipton, Stafford, Colliery Engineer. Pet Aug 29. Dudley, Sept 18 at 11. Sheldon, Wednesbury.

Exley, Rachel, Batley, York, Widow, out of business. Pet Sept 1. Dewsbury, Sept 22 at 3. Marratt, Dewsbury.

Flint, Wm Ramsey, Marchay, nr Ripley, Derby, out of business. Pet Aug 29. Birm, Sept 26 at 11. Cowley & Everall, Nottingham, and Walker, Belper.

Fielding, Jas Burrows, Saddleworth, York, Cotton Salesman. Pet Aug 29. Manch, Sept 26 at 12. Dyson, York, and Cobbett & Wheeler, Manch.

Forth, Geo, Ripon, York, Joiner. Pet Aug 31. Leeds, Sept 25 at 11. G. A. & W. Emsley, Leeds.

Gibson, Wm, Leeds, Potter. Pet Aug 31. Leeds, Sept 18 at 11. Middleton & Son, Leeds.

Goodall, Jas, Redditch, Worcester, Draper. Pet Aug 22. Birm, Sept 20 at 12. Cooper & Sons, Manch, and Hodgson & Son, Birm.

Harman, Jas, Newport, Monmouth, out of business. Pet Aug 31. Bristol, Sept 15 at 11. Graham, Newport, and Press & Inskip, Bristol.

Hill, Jas, Arley, Warwick, Shoemaker. Pet Aug 21 (for pau). Warwick, Sept 21 at 12. Kilby, Banbury.

Hodgson, Geo Thompson, Doncaster, York, Dealer in Artificial Manures Pet Aug 28. Leeds, Sept 15 at 12. Shirley & Atkinson, Doncaster.

Jefferson, Duri, Lpool Merchant Pet Aug 23. Lpool, Sept 15 at 11. Evans & Co, Lpool, agents for Hackwood, Walbrook.

Jones, Robt, Conway, Carnarvon, Confectioner. Pet Aug 31. Conway, Sept 18 at 12. Jones, Conway.

McCraw, Edwd Chas, Bristol, Agent of the City and County Insurance Company. Pet Sept 2. Bristol, Sept 15 at 11. Press & Inskip, Bristol.

Morgan, Wm, Bolton, Lancaster, Porter. Pet Sept 1. Bolton, Sept 20 at 10. Glover & Ramwell, Bolton.

Moses, David Carmarthen, Fruiterer. Pet Sept 1. Carmarthen, Sept 16 at 12. Jeffries, Carmarthen.

Orgill, Edwd, Tamworth, Warwick, Provision Dealer. Pet Sept 1. Birm, Sept 22 at 12 Wood, Birm.

Prichard, Geo, Upper Easton, Gloucester, out of business. Pet Aug 31. Bristol, Sept 15 at 11. Press & Inskip, Bristol.

Redman, Wm, Huncoat, nr Accrington, Lancaster, Stone Mason. Adj Aug 16. Manch, Sept 18 at 3. Backhouse & Whittam, Burnley.

Rosenberg, August Ferdinand, Gateshead, Durham, Commercial Clerk. Pet Aug 31. Gateshead, Sept 19 at 12. Daglish & Stewart, Newcastle-upon-Tyne.

Routledge, Benj, & Jas Routledge, Carlisle, Cumberland, Watchmakers. Pet Aug 25. Newcastle-upon-Tyne, Sept 19 at 12. Wannop, Carlisle, and J. & R. S Watson, Newcastle-on-Tyne.

Ruddle, Wm, Carrington, Nottingham, Lace Manufacturer. Pet Sept 2 Birm, Sept 19 at 11. Heath, Nottingham.

Wadsworth, Eli, Halifax, York, Wholesale Grocer. Pet Aug 31. Leeds, Sept 18 at 11. Wavill & Co, Halifax, and Bond & Barwick, Leeds.

Walker, Jas Furness, Prisoner for Debt, Worcester. Adj July 1. Dudley, Sept 19 at 11.

Waring, Ralph, Heyrod, Stalybridge, Lancaster, Licensed Victualler. Pet Sept 2. Ashton-under-Lyne, Sept 28 at 12. Toy, Ashton-under-Lyne.

White, Peart, Sheffield, Fruiterer. Pet Sept 2. Sheffield, Sept 27 at 1. Micklethwaite, Sheffield.

Williams, Jane, Llandinorwie, Llanddeiniolen, Carnarvon, Victualler. Pet Aug 29. Carnarvon, Sept 23 at 11. Jones, Anglesey.

Williams, Thos, Townsend, Kingswinford, Stafford, Plumber. Pet Aug 31. Stourbridge, Sept 17 at 10. Homer, Brierly-hill.